A COMPLETE

SYSTEM OF PLEADING.

VOL. VII.

A COMPLETE

SYSTEM OF PLEADING:

COMPREHENDING THE MOST

APPROVED PRECEDENTS and FORMS of PRACTICE;

CONSISTING OF

SUCH AS HAVE NEVER BEFORE BEEN PUBLISHED:

WITH AN

INDEX to the PRINCIPAL WORK,

INCORPORATING AND MAKING IT A CONTINUATION OF

TOWNSHEND's and CORNWALL's TABLES,

TO THE PRESENT TIME;

AS WELL AS AN

INDEX of REFERENCE to all the ANCIENT and MODERN ENTRIES extant.

By JOHN WENTWORTH, Esq.

OF THE INNER TEMPLE, BARRISTER AT LAW.

———*Ne qua Studio dispósta fideli*
Intellecta prius quam sint contempta relinquas. LUCRET.

VOL. VII.

CONTAINING

DEBT. DETINUE.

LONDON:

PRINTED FOR G. G. AND J. ROBINSON, PATERNOSTER-ROW.

1798.

THE practical Directions to the Fifth Volume, containing part of COVENANT and DEBT, will ſerve for the moſt part of this Volume, which takes up the remainder of the Precedents on SPECIALTIES from INDEMNITY BONDS (Fifth Volume), beginning with REPLEVIN BONDS, and ending the two other principal Heads, DEBT on RECORDS, and on PENAL STATUTES, with PLEAS to the reſpective Declarations, or under the reſpective Diviſions.

The Heads COVENANT on ARTICLES of AGREEMENT, LEASES, INDENTURES, MORTGAGES, &c. are ſo ſimilar to the ſame Precedents in Debt on the ſame Inſtruments that they agree in this reſpect, where the Student is at a loſs for a Form under either Head (the Author thinks), that purſuing the Directions in the Fifth Volume, by a careful ſearch under *ſome* or *all*, he cannot fail to find it.

And in another Leading Title, DEBT on BOND: If the Precedent wanted is on an *Arbitration Bond*, it will be uſeful to run over the Forms under the Head of DEBT on AWARD, being on the ſame *ſubject matter*, and the Pleas to each Declaration under *each* Head, where they follow, or among the Pleas at the end of the INDEX to Debt; which are firſt analized, to ſhew the *Nature* of the Plea, as in *Covenant*, and then diſtributed into an Order ſimilar to the Declarations. I am clear that great Convenience will reſult to the Prac-

Practitioner from this Method, particularly in theſe two Actions, *Covenant* and *Debt*.

THE Direction here recommended will be ſtill more neceſſary for *Debt on Bonds of Indemnity*; for *Bail Bonds*, *Baſtardy Bonds*, *Bottomree Bonds*, *Replevin Bonds*, and *Bonds for the Performance of Conditions and Covenant*, are all, except the laſt; (and ſome of thoſe) are merely Bonds of Indemnity; but more minutely ſubdivided for the Pupil.

THE ſame Direction muſt be ſtrictly obſerved reſpecting the PLEAS, which will either follow the Declaration under its *appropriate* Head, or at the End of the Declarations in this Volume, which, together with the former, will be found in the INDEX under that Subdiviſion: And further, the INDEX to the Pleas, under every Head, will point out the *Nature* of the Plea wanted, as Plea of *Tender*, *Payment*, &c. &c.

THE remaining principal Diviſion, namely, DEBT on PENAL STATUTES, I have preferred an *Alphabetical Order*, which is more clear for the Pupil than the Chronological Order adopted by Reporters, and Authors of other Law Treatiſes.

I DO not recollect any other *leading* Direction that can be neceſſary, unleſs as to the Declarations by and againſt HEIRS and DEVISEES, and EXECUTORS and ADMINISTRATORS, they are chiefly on Bonds, and therefore I have made them diſtinct Heads, to follow *Bonds* in the INDEX; and in DEBT on SIMPLE CONTRACTS, which are moſtly on Agreements *unſealed*, viz,

viz. on *Parol Demiſe* for Rent, &c. I have taken all poſſible pains, by references, to keep them ſeparate from the *Specialties*.

In general it may ſuffice to add, that the Action of *Aſſumpſit* is ſo univerſally ſubſtituted for this of *Debt on Simple Contracts*, where *Indebitatus Aſſumpſit* will lie, that the Action of Debt on all ſuch Contracts is nearly out of Uſe, from the Circumſtance of the Defendant's being entitled "to wage his law" if he chuſes. However Debt ſeems to be the proper Action on Bye Laws, Fines, Foreign Judgments, Port Dues, and other Contracts, *not under ſeal*; yet *Aſſumpſit* will alſo lie for theſe.

This Volume cloſes with another General Head, Detinue, which is an old Action, almoſt out of Uſe for the ſame reaſon above given, that the Defendant "may wage his law," and gives place to the more modern Action of *Trover*, which ſee under the Head of Torts; although it ſeems Detinue is ſtill the *only* Action where the Plaintiff goes for the *very thing detained* (except *Replevin* in the *Detinet*, which laſt being a Remedy grounded on Diſtreſs, differs it from *Detinue*); becauſe the Plaintiff only recovers *Damages* in *Trover*, and *not the Thing detained*. I have given ſome of the Precedents of a more modern Date.

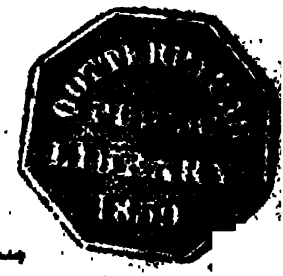
In this Stage of the Publication I think it neceſſary to obſerve, that I hope to complete my Work in Three additional Volumes, containing Replevin—Tort—Treſpass, where the perſonal Actions end.—Scire Facias—Error—Ejectment—Quare Impedit—

IMPEDIT—with REAL ACTIONS, of ſuch as are in Uſe—and PRACTICAL FORMS in the *Civil* and *Criminal* Diviſion.

J. WENTWORTH.

Inner Temple,
2d April, 1798.

DEBT.



On REPLEVIN BOND.

MIDDLESEX, to wit. John Hunſdon, aſſignee of Samuel Plumbe, eſquire, and Nathaniel Thomas, eſquire, late ſheriff of the county of Middleſex, complains of Robert Hiſlop, being, &c. of a plea that he render to the ſaid John ten pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from him, &c.; for that whereas after the twenty-fourth day of June, A. D. 1738, to wit, on the twenty-ſixth day of May, A. D. 1777, at the pariſh of St. Clement Danes, in the ſaid county of Middleſex, the ſaid John, as bailiff of Joſeph Jarvis Clarke, eſquire, diſtrained the goods and chattels of one Robert Hughes, for a certain ſum of money then due to the ſaid Joſeph Jarvis for rent, and the ſaid goods and chattels being ſo diſtrained, the ſaid Robert Hughes afterwards and within the ſpace of five days then next following, that is to ſay, on the thirty-firſt day of May, in the ſaid year of Our Lord 1777, at the pariſh aforeſaid, made his complaint to the ſaid Samuel Plumbe and N. T. then ſheriff of the ſaid county of Middleſex, out of the county court of the ſaid ſheriff, of the taking and unjuſtly detaining of the goods and chattels of the ſaid Robert Hughes by the ſaid John, and prayed the ſaid then ſheriff that the ſaid goods and chattels might be forthwith replevied by him the ſaid ſheriff, and delivered to him the ſaid Robert H. and thereupon the ſaid Samuel Plumbe and N. T. then being ſheriff of the county of Middleſex, according to the form of the ſtatute in ſuch caſe lately made and provided, did take from the ſaid Robert H. and the ſaid Robert Hiſlop, and one Thomas Ruddock, two reſponſible perſons, ſureties, a bond in double the value of the ſaid good and chattels ſo diſtrained as aforeſaid, the value of the ſaid goods and chattels being firſt aſcertained by the oath of a credible witneſs, duly ſworn according to the form of the ſtatute in ſuch caſe made and provided, to wit, the ſaid Robert Hughes, Robert Hiſlop, and Thomas Ruddock, in the ſaid year of Our Lord 1777, at the pariſh aforeſaid, in the county aforeſaid, by their certain writing-obligatory, ſealed with their ſeals, did jointly and ſeverally acknowledge themſelves to be held and firmly bound unto the ſaid S. P. and N. T. then ſheriff of the ſaid county of Middleſex, in the ſaid ten pounds, to be paid to the ſaid ſheriff when they the ſaid Robert

Declaration of debt by aſſignee of a replevin bond.

The replevin.

The bond.

bert H. Robert Hiſlop, and T. R. ſhould be thereunto afterwards
and condition. requeſted, with a condition thereunder written, that if the ſaid Robert Hughes did appear at the then next county court for the county of Middleſex, to be held at the houſe known by the ſign of the Three Tuns, in Brook-ſtreet, near Holborn, in the county aforeſaid, and did proſecute his action with effect againſt the ſaid John, for taking and unjuſtly detaining of his goods and chattels, to wit, the ſeveral goods and chattels in the ſchedule or inventory thereof thereon indorſed particularly mentioned and expreſſed, and did make a return thereof, if return thereof ſhould be adjudged by law, and did alſo ſave and keep harmleſs and indemnified the ſaid ſheriff of Middleſex, his deputies, and bailiffs, touching and concerning the replevying and delivery of the ſaid goods and chattels, then the ſaid writing-obligatory ſhould be void and of no effect, or elſe ſhould be and remain in full force, and thereupon the ſaid ſheriff afterwards, that is to ſay, on the ſaid thirty-firſt day of May, in the year laſt aforeſaid, at Weſtminſter aforeſaid, at the prayer of the ſaid Robert Hughes, replevied and made deliverance of the ſaid goods and chattels to the ſaid Robert Hughes, accord-
Plaint levied in inferior court. ing to the duty of his ſaid office; and afterwards, to wit, at the next county court for the ſaid county of Middleſex, to wit, at the court of the ſaid ſheriff held at the houſe known by the ſign of the Three Tuns, Brook-ſtreet, near Holborn, in the ſaid county, on the twenty-ſixth day of June, in the year aforeſaid, before H. Atkins, Robert Wolfe, James Jones, and Thomas Druce, then ſuitors of the ſaid court, without the writ of the ſaid lord the king, levied his plaint againſt the ſaid John for the taking and unjuſtly detaining of the goods and chattels of the ſaid Robert Hughes, and for pledges as well for proſecuting his ſaid plaint as for returning the ſaid goods and chattels, if return thereof ſhould be adjudged by law, to wit, the ſaid Robert Hiſlop and Thomas Ruddock, the
removed by *re-ſale* into the court of B. R. record of which ſaid plaintiff was duly had and removed into the court of our lord the king, before the king himſelf, by virtue of the writ of our lord the king of *recordari facias loquelam*, before that time iſſued out of the chancery of the ſaid lord the king at Weſtminſter, directed to the ſheriff of Middleſex, and returnable and returned before the ſaid lord the king, before the king himſelf, on the morrow of the Aſcenſion of the Lord, wherefoever our ſaid lord the king ſhall then be in England, and thereupon the ſaid Robert Hughes afterwards, in Trinity term, in the eighteenth year of the reign of our lord the now king, in the court of our lord the
Declaration in replevin. king, before the king himſelf, by P. J. his attorney, declared againſt the ſaid J. in the ſaid plea of taking and unjuſtly detaining, and by the ſaid declaration he the ſaid Robert H. by the ſaid P. J. his then attorney, complained that the ſaid John on the twenty-ſixth day of May, A. D. 1777, at the pariſh of St. Clement Danes, in the county aforeſaid, in a certain dwelling-houſe there then in the poſſeſſion of the ſaid Robert, took the goods and chattels, to wit, [here ſet out the goods diſtrained] of the ſaid Robert of the value of fifty pounds, and unjuſtly detained the ſame againſt

gages and pledges until, &c. wherefore the ſaid Robert ſaid he was injured and had ſuſtained damages to the value of one hundred pounds, which ſaid goods and chattels ſpecified in the ſaid declaration were the ſame goods and chattels in the ſaid ſchedule or inventory indorſed upon the ſaid writing-obligatory particularly mentioned and expreſſed, and afterwards in the ſaid Trinity term, in the ſaid eighteenth year of the reign of our lord the now king, in the court of our ſaid lord the king, before the king himſelf, the ſaid court then and there ſtill being at Weſtminſter, in the ſaid county of Middleſex, the ſaid John, by Charles Bower, his attorney, came and defended the wrong and injury, when, &c. and as bailiff of Joſeph Jarvis Clarke, eſquire, well acknowledged the taking of the ſaid goods and chattels in the ſaid dwelling-houſe in which, &c. becauſe he ſaid, that the ſaid Robert continually from and after the feaſt of the Annunciation of the Bleſſed Virgin Mary, in the year of Our Lord 1776, until and at the ſaid time, when, &c. enjoyed the ſaid meſſuage or dwelling-houſe, with the appurtenances, and during all that time held the ſame of the ſaid Joſeph J. Clarke, as his tenant thereof, by virtue of and under a demiſe thereof to him made by the ſaid Joſeph J. C. at the yearly rent of eight pounds, payable yearly and every year at the feaſt of the Annunciation of the Bleſſed Virgin Mary, and becauſe eight pounds due and payable from the ſaid Robert to the ſaid Joſeph J. C. for one whole year, ending on the feaſt day of the Annunciation of the Bleſſed Virgin Mary, in the year of Our Lord 1777, at that feaſt and in that year, and alſo at the time of the taking of the ſaid goods and chattels, were due and in arrear and unpaid to the ſaid Joſeph J. C. the ſaid John, as bailiff to the ſaid Joſeph J. C. well acknowledged the taking of the ſaid goods and chattels in the ſaid dwelling-houſe, in which, &c. and juſtly, &c. for and in the name of a diſtreſs for the ſaid rent ſo due and in arrear and unpaid to him the ſaid Joſeph J. C. as aforeſaid, and the ſaid rent then remaining due and unpaid, and ſuch proceedings were thereupon had in the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, that the ſaid Robert Hughes prayed a day to imparl to the ſaid cognizance of the ſaid John, and it was granted to him, &c. and thereupon a day was given as well to the ſaid Robert as to the ſaid John, until on the morrow of All Souls, that is to ſay, for the ſaid Robert to imparl to the ſaid cognizance, and then to plead in bar to the ſame, at which day before our lord the king, at Weſtminſter, came the ſaid John by his attorney aforeſaid, and the ſaid Robert Hughes came not, but made default; therefore it was conſidered that the ſaid Robert Hughes and his pledges for proſecuting ſhould be amerced, and the ſaid John ſhould depart the court without day, and that he ſhould have a return of the ſaid goods and chattels in the ſaid declaration mentioned to be detained by him irrepleviable forever, as by the ſaid record and proceedings thereof now remaining in the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, more fully appears: And the

Defendant makes conuſance as bailiff diſtraining for rent under a demiſe.

Imparlance.

Judgment by default.

Writ of *returno habendo.*

said John, in fact says, that afterwards, to wit, on the twenty-eighth day of November, in the nineteenth year of the reign of our lord the now king, he the said John sued out of the court of our said lord the king, before the king himself, at Westminster, a certain writ of our said lord the king directed to the sheriff of Middlesex, reciting the aforesaid judgment, whereby the said sheriff is commanded that he should without delay return the aforesaid goods and chattels to the said John, and that he should not deliver the same at the complaint of the said Robert, without the writ of our said lord the king should expressly mention the said judgment, and in what manner he should execute that writ, he should make appear to our said lord the king in eight days of St. Hilary, wheresoever our said lord the king should then be in England, and should have then there that writ, which said writ afterwards, to wit, on the said twenty-eighth day of November, in the year last aforesaid, at Westminster aforesaid, was delivered to John Burnell, esquire, and Henry Kitchin, esquire, then being such sheriff of the said county of Middlesex, to be executed in due form of law; and the said J. B. and H. K. then being sheriff of the said county of Middlesex at the return of the said writ, did return and certify to our said lord the king, that before the coming of that writ to the said sheriff, the said goods and chattels were claimed and removed by the within-named Robert Hughes to places to the said sheriff unknown; therefore he could not return the same to the said John, as by the said writ and return duly affiled of record in the court of our said lord the king, before the king himself, at Westminster aforesaid, more fully appears: And the said John hath never had any of the said goods and chattels returned to him, by reason thereof the said writing-obligatory became forfeited to the said Samuel Plumbe and N. T. the said late sheriff of the said county of Middlesex, and the same being so forfeited, the said late sheriff afterwards, to wit, on the first day of February, A. D. 1770, at the parish aforesaid, in the county aforesaid, at the request and costs of the said John aforesaid, the said writing-obligatory to the said John according to the form of the statute in such case lately made and provided by indorsing the same assignment upon the said writing-obligatory, and attesting the same under his hand and seal in the presence of two credible witnesses, according to the form of the statute in such case lately made and provided, as by the same assignment indorsed upon the said writing-obligatory, and duly stamped before the commencement of this suit, according to the form of the statute in such case lately made and provided, more fully appears, of which said assignment the said Robert Hiflop afterwards, to wit, on the same day and year last aforesaid, at the parish aforesaid, in the county aforesaid, had notice; by reason whereof and by force of the statute in such case lately made and provided, an action hath accrued to the said John as assignee of the said S. P. and N. T. late sheriff of the said county of Middlesex, to demand and have of the said Robert Hiflop the said ten pounds above demanded; yet the said Robert Hiflop, although often

Assignment by sheriff.

often requeſted, hath not yet paid the ſaid ten pounds or any part thereof to the ſaid S. P. and N. T. late ſheriff of the ſaid county of Middleſex, before the aſſignment of the ſaid writing-obligatory to the ſaid John, or ſince the aſſignment of the ſaid writing-obligatory, but to pay the ſame to them or any of them, he the ſaid Robert Hiſlop hath hitherto altogether refuſed, and ſtill doth refuſe to pay the ſame to the ſaid John; whereupon the ſaid John ſaith he is injured, and hath ſuſtained damage to the value of ten pounds, and therefore he brings his ſuit, &c.

AKERMAN *againſt* DEIGHTON. } AND the ſaid I. as to the ſaid plea of the ſaid T. by him above pleaded, ſaith, that by reaſon of any thing in that plea above alledged, the perſon of the ſaid T. ought not to be diſcharged from the execution of the judgment to be obtained by the ſaid I. againſt him the ſaid T. in this action, becauſe he ſaith, that though true it is that the ſaid writing-obligatory in the ſaid declaration mentioned was made and delivered by the ſaid T. before the twenty-ſecond day of January, A. D. 1776, as the ſaid Thomas hath above in his ſaid plea in that behalf alledged; nevertheleſs for replication in this behalf the ſaid J. ſaith, that the ſaid writing-obligatory in the ſaid declaration mentioned was made and delivered by the ſaid Thomas to him the ſaid I. to wit, at L. aforeſaid, &c. with and under a certain condition thereto ſubſcribed, to wit, that if the ſaid John Brown did appear at the next court to be held at Guildford, &c. and then and there proſecute, &c. and did alſo make return, &c. and did alſo ſave and keep harmleſs and indemnified, &c. then the ſaid obligation to be void, &c. as by the ſaid writing-obligatory in court here, relation being thereunto had, may more fully and at large appear: And the ſaid J. further ſaith, that after the making of the ſaid writing-obligatory as aforeſaid, and after the ſaid twenty-ſecond day of January, A. D. 1776, in the ſaid plea of the ſaid Thomas mentioned, to wit, on, &c. and not before, to wit, at London aforeſaid, &c. the ſaid debt of him the ſaid Iſaac, that is to ſay, the ſaid ſum of fifty pounds in the ſaid writing-obligatory mentioned and above demanded, under and by virtue of the ſaid writing-obligatory and the condition thereof, became due and owing from the ſaid Thomas to the ſaid Iſaac, to wit, at L. aforeſaid, &c. without this, that the ſaid debt of him the ſaid Iſaac was due from the ſaid T. to him the ſaid Iſaac before the twenty-ſecond day of January, A. D. 1776, and this, &c. wherefore inaſmuch as the ſaid T. hath above acknowledged the debt aforeſaid, and that the

Replication to a plea of inſolvent debtors act to an action of debt on a replevin bond(*a*).

This traverſe does not ſeem to be well taken, for it is not offered by defendant's plea.

(*a*) This was an action of debt on a replevying bond brought by the ſheriff of Surry, to whom the bond was given. The defendant pleaded in diſcharge of his priſoner the inſolvent debtors act, 16. Geo. III. which diſcharges the priſoner of "all debts, &c. *due and owing* on or before the 2nd of January 1776," and averred that the bond in queſtion was *given* before that time; whereas he ſhould have averred that the debt, for which the action was brought, was *due and owing* before or on the day mentioned in the act.

said Joseph ought to recover against him the said T. his debt aforesaid, and also his damages on occasion of the detention thereof, he the said Isaac prays judgment for his said debt, and his said damages on occasion of the detention thereof, against the person of the said Thomas in this behalf, &c.

C. RENNINGTON.

Declaration on a replevin bond, when the cause was removed from the county court into the court of C. B.

[STATE the replevin, the bond and condition, and the levying of the plaint in the inferior court, then proceed as follows]: Which said plaint afterwards, to wit, in fifteen days from the day of Easter, in the said tenth year aforesaid, at the instance of the said plaintiff, was duly removed out of the said sheriff's county court of Middlesex into the court of our said lord the now king of the bench here, to wit, at Westminster aforesaid, by virtue of his majesty's writ of *recordari facias loquelam.* before then duly sued and prosecuted out of the court of our said lord the king of his chancery at Westminster, returnable before his majesty's then justices of the bench, in fifteen days from the day of Easter aforesaid, and thereupon the said D. afterwards, to wit, in Michaelmas term, in the fourteenth year of the reign of our sovereign lord George the Third, now king of Great Britain, delivered in the court of the said bench aforesaid, against the said plaintiff in the said plea of taking and unjustly detaining his said goods and chattels, thereby complaining by James Fletcher, his attorney, that [here set out the whole of the said declaration], and the said plaintiff, by R. Judman, his then attorney, came into the court of the bench aforesaid the said Michaelmas term, in the fourteenth year aforesaid, and defended the wrong and injury, when, &c. and well avowed [here set forth the avowry, omitting the verification]; and such proceedings were thereupon had in the said court of the bench aforesaid, in the plea aforesaid, that afterwards, to wit, in Trinity term, in the fourteenth year of the reign of our said lord the now king, it was considered in and by the said court that the said D. should take nothing by his writ in that suit, but that he and his pledges to prosecute should be in mercy, and that the said plaintiff should go thereof without day, and that he should have a return of the said goods and chattels to hold to him irrepleviable for ever, as by the record and proceedings thereof, still remaining in the court of our said lord the now king of the bench, at Westminster, more fully appears, of all which said several premises the said defendant afterwards, to wit, on, &c. at, &c. had notice: And the said plaintiff in fact further saith, that the said D. did not make a return of the said goods and chattels or any part thereof, according to the form and effect of the said condition of the said writing-obligatory, but to return the same then and there wholly refused, and hath hitherto altogether refused so to do, whereby the said writing-obligatory became forfeited, &c. as [in any other declaration on a sheriff's bond.]

AND

AND the ſaid William in his own perſon comes and defends the wrong and injury, when, &c. and craves oyer of the ſaid writing-obligatory, and it is read to him, &c. he likewiſe craves oyer of the condition of the ſaid writing-obligatory, and it it read to him in theſe words, to wit: "The condition of this obligation is ſuch, that if the above-bounden James Abbiſs doth appear at the county court for the county of Middleſex, to be held at the houſe known by the name of the Three Tuns, in Brook-ſtreet, near Holborn, in the county aforeſaid, and do proſecute his action with effect againſt William Thomas for taking and unjuſtly detaining of the ſeveral goods and chattels, to wit, the ſeveral goods and chattels in the ſchedule or inventory hereunto annexed, particularly mentioned and expreſſed, and do make return thereof, if return thereof ſhall be adjudged by law, and alſo do ſave and keep harmleſs and indemnified the ſaid ſheriff of M. his deputies and bailiffs, touching and concerning the replevying and delivery of the ſaid goods and chattels, then this obligation to be void and of no effect, or otherwiſe to be and remain in full force; which being read and heard, the ſaid William ſays, that the ſaid Samuel and John *actio non*; becauſe he ſays, that the ſaid James Abbiſs in the ſaid condition named did appear at the next county court for the county of Middleſex held after the making of the ſaid condition at the ſaid houſe in the condition for that purpoſe named, and did proſecute his action with effect againſt the ſaid William Thomas for taking and unjuſtly detaining the ſeveral goods and chattels in the ſaid ſchedule or inventory to the ſaid writing-obligatory annexed, particularly mentioned and expreſſed, and that no return of the ſame goods and chattels, or any part thereof, has yet been adjudged by law, and that neither the ſaid ſheriff of Middleſex, his deputies or bailiffs, or any or either of them, have or hath been at any time, from the time of the making of the ſaid writing-obligatory, hitherto damnified in any manner whatſoever, touching or concerning the replevying of the ſaid goods or chattels, or any part thereof; and this he is ready to verify; wherefore he prays judgment if the plaintiffs ought to have or maintain their aforeſaid action againſt him, &c.

Plea to a ſheriff's bond, that plaintiff in replevin appeared and no return adjudged.

And the ſaid Samuel and John ſay, that notwithſtanding any thing by the ſaid defendant above alledged, they ought not to be barred from having and maintaining their ſaid action againſt him; becauſe they ſay, that heretofore, that is to ſay, at the county court of the ſaid Samuel and John, ſheriffs of the county of Middleſex aforeſaid, held for the county aforeſaid, at the houſe known by the ſign of the Three Tuns, in Brook-ſtreet, near Holborn, in the ſaid county, the ſixth day of February, in the twenty-eighth year of the reign of the preſent king, before J. G. H. L. R. A. and L. O. then free ſuitors of the ſame court, the ſaid James Abbiſs complained of the aforeſaid William Thomas of a plea of taking and unjuſtly detaining his goods and chattels againſt ſureties and pledges, &c. being the ſame plea and action mentioned in the condition of the ſaid writing-obligatory, and

Replication, that Abbiſs appeared in county court, that William Thomas removed cauſe into K. B. and that court gave judgment for defendant, and adjudged a return of the goods, &c.

being the ſame goods and chattels metioned in the ſchedule or inventory to the ſaid writing-obligatory annexed, and found pledges as well to proſecute his ſaid plaint, as to return the ſaid goods and chattels, if a return thereof ſhould be adjudged by law, to wit, William Collins, of, &c. and the ſaid William Sherratt, which ſaid plaint, at the petition of the ſaid William Thomas, was had before our lord the king at Weſtminſter, on the octave of the Purification of the Bleſſed Mary, in the twenty-eighth year of the reign of our lord the preſent king, by writ of our ſaid lord the king of *recordari facias loquelam*, before that time iſſued out of the court of our lord the king of his chancery at Weſtminſter, and returnable and returned before our ſaid lord the king at Weſtminſter aforeſaid, on the ſaid octave of the Purification of the Bleſſed Virgin Mary, in the year laſt-mentioned; and thereupon the ſaid James afterwards, to wit, in Eaſter term, in the twenty-eighth year of, &c. in the court of our ſaid lord the king, before the king himſelf (the ſame court then and ſtill being at Weſtminſter aforeſaid), did implead the ſaid William Thomas in the ſaid plea, for that the ſaid William Thomas, on, &c. at, &c. in a certain part of a certain meſſuage or tenement called Cambray Houſe, there then in the poſſeſſion of the ſaid James, took the goods and chattels following of him the ſaid James, to wit, one bed, &c. (being the ſame goods and chattels mentioned in the ſaid ſchedule or inventory to the ſaid writing-obligatory annexed), and them unjuſtly detained againſt ſureties and pledges until, &c. whereupon the ſaid James ſaid he was injured, and had damage to the value of one hundred pounds, and thereupon he brought that ſuit, &c.; and thereupon the ſaid William Thomas, in that Eaſter term in the ſaid court of our ſaid lord the king, before the king himſelf (the ſame court then and ſtill being at Weſtminſter aforeſaid), as bailiff of the ſaid right honourable William earl of Northampton, well acknowledged to take of the ſaid goods and chattels in the ſaid place in which, &c. and juſtly, &c. becauſe he ſaid that the ſaid meſſuage called Cambray Houſe, in which, &c. then, &c. at the ſaid time when, &c. was the houſe and freehold of the ſaid earl, and becauſe the ſaid goods and chattels at the ſaid time when, &c. were in the ſaid part of the ſaid meſſuage called Cambray Houſe, in the ſaid declaration mentioned, in which, &c. taking up room there to the damage of the ſaid earl; and the ſaid William Thomas, as bailiff of the ſaid earl, well acknowledged the taking of the ſaid goods and chattels in the aforeſaid part of the ſaid meſſuage, in which, &c. there doing damage: And the ſaid Samuel and John further ſay, that ſuch proceedings were had in the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, in the ſaid plea, that afterwards, to wit, in that ſame Eaſter term, in the twenty-eighth year aforeſaid, in the ſaid court of our ſaid lord the king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter aforeſaid), it was conſidered by the ſame court, that the ſaid James and his pledges of proſecuting ſhould be in mercy, and that the ſaid William Thomas ſhould go thereof without day,

and

States removal of plaint by *replevin*;

makes cognizance as bailiff of the earl of N. who was ſeiſed, &c. in a meſſuage, and goods were taking up room and doing damage.

and that he the ſaid William Thomas ſhould have a return of the goods and chattels aforeſaid, as by the record and proceedings thereof remaining in the ſaid court of our ſaid lord the king, before the king himſelf, more fully appears; and this they are ready to verify; wherefore they pray judgment and their debt aforeſaid, together with their damages by reaſon of the detaining thereof, to be adjudged to them, &c.

Declaration on an aſſignment of a replevin bond for want of a rejoinder.

WILLIAM Seward, aſſignee of ſir James Sanderſon, knight, and Brook Watſon, eſquire, late ſheriff of the county of Middleſex, according to the form of the ſtatute in ſuch caſe made and provided, complains of Dorothy Newman, widow, being, &c. in a plea that ſhe the ſaid Dorothy render unto the ſaid William, as ſuch aſſignee as aforeſaid, fifty pounds, which ſhe owes to and unjuſtly detains from him, &c.; for that whereas before the making of the writing-obligatory hereafter mentioned, to wit, on, &c. in a certain part of a certain meſſuage or dwelling-houſe ſituate in the pariſh of St. Luke, Old ſtreet, in the ſaid county of Middleſex, ſeized, took, and diſtrained, as a diſtreſs for certain arrears of rent due and payable from the ſaid Dorothy to the ſaid William for one undivided moiety of the ſaid meſſuage or dwelling-houſe, certain goods and chattels of the ſaid Dorothy, to wit, one large Bath ſtove, &c.; and thereupon the ſaid Dorothy afterwards, and whilſt the ſaid goods and chattels remained and continued under the ſaid diſtreſs, to wit, on, &c. made complaint to the ſaid ſir J. S. and B. W. then and there ſheriff of the ſaid county of Middleſex, out of the county court of the ſaid ſheriff, of the ſaid taking of the ſaid goods and chattels, and then and there prayed the ſaid ſheriff that the ſaid goods might be forthwith replevied and delivered by him the ſaid ſheriff to the ſaid Dorothy, and thereupon the ſaid ſir J. S. and B. W. then being ſheriff of the ſaid county of Middleſex as aforeſaid, according to the form of the ſtatute in ſuch caſe made and provided, did take from the ſaid Dorothy, and one Thomas Johnſon and one Henry Woods, two reſponſible ſureties or bonds in double value of the ſaid goods and chattels ſo diſtrained as aforeſaid, and on that occaſion the ſaid Dorothy, T. J. and H. W. on, &c. by the ſaid writing-obligatory, ſealed with the ſeals of them the ſaid Dorothy, T. J. and H. W. and now ſhewn to the court here, the date whereof is the ſame day and year laſt aforeſaid, became held and firmly bound to the ſaid ſir J. S. and B. W. then and ſtill being ſheriff of the ſaid county of Middleſex, in fifty pounds of good and lawful money of Great Britain, to be paid to the ſaid ſheriff or his certain attorney, executors, adminiſtrators, or aſſigns, for which payment to be well and faithfully made they bound themſelves, and each of them by himſelf, for the whole and entire ſum, and the heirs, executors, and adminiſtrators of them and every of them firmly by theſe preſents, ſubject nevertheleſs to a condition to the ſaid writing-obligatory ſubſcribed to the effect following, that if the aforeſaid Dorothy

Replevin.

The bond.

Dorothy did appear at the then next court for the county of Middlesex, to be holden at the house known by the name of the Sheriff's Office, in Took's court, Curfitor-street, in the said county, and should then and there prosecute her suit with effect against the said William for taking and unjustly detaining the said goods and chattels hereinbefore in the said count of the said writing-obligatory mentioned and did also make return thereof, if return thereof should be adjudged by law, and should well and truly keep harmless and indemnified the said sheriff of the said county of Middlesex, his under-sheriff, and deputies, and bailiffs, touching and concerning the replevying and delivery of the said goods and chattels, then the said obligation to be void and of no effect, otherwise to be and remain in full force, as by the said writing-obligatory and the condition thereof, relation being thereto had, will, amongst other things, more fully appear; and thereupon the said sir J. S. and B. W. then and there being sheriff of the said county of Middlesex, afterwards, to wit, on, &c. at the said prayer of the said Dorothy, caused to be replevied and made deliverance of the said goods and chattels to the said Dorothy, according to the duty of their said then office of sheriff of the said county of Middlesex, and afterwards, to wit, at the county court of the said county of Middlesex, holden at the said house, known by the name of the Sheriff's Office, in Took's-court, Curfitor-street aforesaid, in the said county of Middlesex, next after the making of the said writing-obligatory, to wit, at the court of and for the said county holden on, &c. at the house aforesaid, before certain then suitors of the said court, the said Dorothy levied her certain plaint in the said court against the said William, in a plea of taking and unjustly detaining her said goods and chattels, which said plaint, with all things touching the same, afterwards, to wit, in Trinity term in the twenty-sixth year aforesaid, was duly removed and brought into the court of our said lord the king, before the king himself here to be determined and proceeded on by virtue of his majesty's writ of, &c. before then duly issued out of his majesty's high court of chancery at Westminster, and returnable in the said court of our said lord the king here at a certain day now past; and thereupon the said Dorothy afterwards, to wit, in the said Trinity term, in the twenty-sixth year aforesaid, in the court of our said lord the king, before the king himself here, declared against the said William in the plea of the said plaint, and of and for the aforesaid taking and for unjustly detaining her aforesaid goods and chattels against sureties and pledges, &c. until, &c.: And afterwards, to wit, in the said Trinity term, in the twenty-sixth year aforesaid, in the said court of our said lord the king here, the said William, by David Crawley his attorney, came and defended the wrong and injury, when, &c. and well avowed [here copy the plaintiff's avowry]; and afterwards in the same Trinity term, in the said court of our said lord the king here, the said Dorothy said, that by reason of, &c. &c. [here copy the defendant's plea in bar]; and afterwards, to wit, in the same Trinity term, in the twenty-sixth year aforesaid, the said William,

Plaint levied and removed by *recordari* into B. R.

Avowry.

Plea in bar.

as

as to the said plea, &c. &c. [here copy the plaintiff's replication]: And the said William in fact further saith, that notwithstanding such proceedings as aforesaid, yet the said Dorothy did not prosecute her said action in the said condition of the said writing-obligatory mentioned and alluded to with effect, according to the tenor and effect, intent and meaning of the said condition, but omitted and neglected so to do, and therein failed and made default, for that after such proceedings were so had in the said court of our said lord the king, before the king himself here as aforesaid, to wit, in Easter term, in the twenty-seventh year of the reign of our said lord the king, a day, that is to say, on Wednesday, &c. wheresoever our said lord the king should then be in England, was given by the said court of our said lord the king here to the parties aforesaid, for the said Dorothy to rejoin to the said replication so made by the said William to the said pleas in bar of the said Dorothy as aforesaid, at which day, before our lord the king at Westminster, came the said William, by his attorney aforesaid, but the said Dorothy came not, nor did she rejoin to the said replication, or any further prosecute her suit against the said William, but therein wholly failed and made default; and thereupon afterwards, to wit, in the said Easter term, in the twenty-seventh year aforesaid, it was considered by the said court that the said Dorothy should take nothing by her writ aforesaid, but for her false claim therein should be in mercy, &c. and that the said William should go thereof without day, &c.; and that he should have a return of the said goods and chattels to be delivered to him for ever irrepleviable, as by the record and proceedings still remaining in full force, strength, and effect, in nowise reversed, annulled, or satisfied, more fully and at large appears; whereby and by reason of which said several premises, the said bond or writing-obligatory hereinbefore mentioned became forfeited to the said sir J. S. and B. W. the said late sheriff of the said county of Middlesex, and being so forfeited, and the money therein specified wholly unpaid, the said sir J. S. and B. W. the said late sheriff of the said county of Middlesex, afterwards, to wit, on, &c. at the request and costs of the said William, the avowant in the aforesaid replevin suit assigned the said bond or writing-obligatory to the said William, according to the form of the statute in such case made and provided, by then and there indorsing that assignment on the said bond or writing-obligatory, and attesting the same under their seal as such late sheriff as aforesaid, in the presence of two credible witnesses, according to the form of the statute in such case made and provided, as by the said assignment indorsed on the said bond or writing-obligatory, and duly stamped before the beginning of this present action thereupon, according to the form of the said statute, bearing date the day and year last aforesaid, and now also shewn to the court here, more fully and at large appear; by means of which said premises, and by force of the statute in such case made and provided, an action hath accrued to the said William as such assignee as aforesaid to demand and have of and from the said Dorothy the said

States default in not rejoining.

Judgment *de retorno habendo.*

Assignment of replevin bond.

ſaid fifty pounds in the ſaid bond or writing-obligatory mentioned, and above demanded: Yet the ſaid Dorothy, although often requeſted, hath not as yet paid the ſaid fifty pounds or any part thereof, but ſhe ſo to do hath hitherto wholly refuſed and ſtill refuſes, and the ſaid ſum of fifty pounds is ſtill wholly due and unpaid, to the damage of, &c.

V. LAWES.

Michaelmas Term, 13. Geo. III.

Declaration on a replevin bond, after removal by *pone* to B. R. and judgment for plaintiff on two demurrers to replications to pleas in bar, and verdict on two iſſues on two other replications. All the proceedings ſtated at length.

MIDDLESEX, to wit. William Lucas, late of Tottenham Court-road, in the pariſh of St. Giles's in the Fields, in the county of Middleſex, weaver, Charles Lucas, late of Grocers-alley, London, gentleman, and Francis Leiceſter, late of Milk-ſtreet, London, gentleman, were ſummoned to anſwer unto Elizabeth Hardy, aſſignee of John Wilkes, eſquire, and Frederick Bull, eſquire, late ſheriff of the county of Middleſex, according to the form of the ſtatute in ſuch caſe made and provided, in a plea that they render unto the ſaid Elizabeth ſixty-four pounds and ſeven ſhillings of good and lawful money of Great Britain, which they owe to and unjuſtly detain from her, and thereupon the ſaid Elizabeth, by James Mainſtone her attorney, complains, that whereas after the twenty-fourth day of June, in the year of Our Lord 1738, to wit, on the twenty-fourth day of February, in the year of Our Lord 1772, at the pariſh of St. Giles's in the Fields, in the county of Middleſex, in a certain dwelling-houſe there, the ſaid Elizabeth in her own right diſtrained the goods and chattels of the ſaid William Lucas, for a certain ſum of money then due to the ſaid Elizabeth for rent of the ſaid dwelling-houſe, with the appurtenances, and the ſaid goods and chattels being ſo diſtrained the ſaid William Lucas afterwards, and within the ſpace of five days then next following, that is to ſay, on the ſaid twenty-fourth day of February, in the ſaid year 1772, at the pariſh aforeſaid, made her complaint unto the ſaid John Wilkes and Frederick Bull, then ſheriff of the county of Middleſex aforeſaid, out of the county court of the ſaid then ſheriff of the taking and unjuſtly detaining of the ſaid goods and chattels of the ſaid William by the ſaid Elizabeth, and then and there prayed the ſaid then ſheriff that the ſaid goods and chattels might be forthwith replevied by the ſaid then ſheriff, and delivered to him the ſaid William Lucas; and thereupon the ſaid John Wilkes and Frederick Bull, being then ſheriff of the county of Middleſex aforeſaid, according to the form of the ſtatute in ſuch caſe made and provided, did take from the ſaid William Lucas, Charles Lucas, and Francis Leiceſter, two reſponſible ſureties, a bond in double the value of the ſaid goods and chattels ſo diſtrained as aforeſaid, to wit, the ſaid W. Lucas, C. Lucas, and F. Leiceſter, on the ſaid twenty-fourth day of February, in the year of Our Lord 1772 aforeſaid, at the pariſh aforeſaid, in the county aforeſaid, by their certain writing-obligatory, ſealed with the ſeals of the ſaid William Lucas, Charles Lucas, and Francis

Plaintiff, diſtrained on William Lucas for rent,

who made complaint before ſheriff,

and prayed that they might be replevied.

Sheriff took and received bond of defendant;

Francis Leiceſter, and to the court of our ſaid lord the king now here ſhewn, the date whereof is the day and year laſt aforeſaid, did acknowledge themſelves to be held and firmly bound unto the ſaid John Wilkes and Frederick Bull, then ſheriff of the county of Middleſex aforeſaid, by the name of John Wilkes, eſquire, and Frederick Bull, eſquire, ſheriff of the county of Middleſex, in the ſaid ſum of ſixty-four pounds and ſeven ſhillings of good and lawful money of Great Britain, to be paid to the ſaid then ſheriff or his aſſignee, when they ſhould be thereunto afterwards requeſted, to which payment well and truly to be made they bound themſelves and every of them by himſelf for the whole and entire time, and the heirs, executors, and adminiſtrators, of them and every of them, with a condition thereunder written, that if the ſaid William Lucas did appear at the then next county court for the county of Middleſex, to be held at the houſe known by the ſign of the Three Tuns, in Brook-ſtreet, near Holborn, in the county aforeſaid, and did proſecute his action with effect againſt the ſaid Elizabeth Hardy for taking and unjuſtly detaining of his goods and chattels, to wit, the ſeveral goods and chattels in the ſchedule or inventory thereof thereunto annexed, particularly mentioned and expreſſed, and did make return thereof, if return thereof ſhould be adjudged by law, and alſo did ſave and keep harmleſs and indemnified the ſaid ſheriff of Middleſex, his deputies and bailiffs, touching and concerning the replevying and delivery of the ſaid goods and chattels, then that obligation to be void and of no effect, or elſe to be and remain in full force, as by the ſaid writing-obligatory and the condition thereof, relation being thereunto had, more fully and at large appears; and thereupon the ſaid then ſheriff afterwards, to wit, on the ſaid twenty-fourth day of February, in the year of Our Lord 1772 aforeſaid, at the pariſh aforeſaid, in the county aforeſaid, at the prayer of the ſaid William Lucas, replevied and made deliverance of the ſaid goods and chattels to the ſaid William Lucas, according to the duty of his ſaid office: And the ſaid Elizabeth, aſſignee as aforeſaid, further ſaith, that afterwards, to wit, at the then next county court of the ſaid county of Middleſex, to wit, at the county court of the ſaid John Wilkes and Frederick Bull, the ſheriff of the ſaid county of Middleſex, holden at the ſaid houſe known by the name of the Three Tuns, in Brook-ſtreet, near Holborn, in and for the county of Middleſex aforeſaid, and within the juriſdiction of the ſaid court, on the twelfth day of March, in the twelfth year of the reign of our lord the now king, and in the year of Our Lord 1772 aforeſaid, before David Owen, Robert Owen, and Thomas Owen, and Thomas Oxford, then free ſuitors of the ſaid court, the ſaid William Lucas did appear in his own perſon, and then and there in the ſaid court without the writ of the ſaid lord the king, according to the cuſtom of the ſaid court levied his plaint againſt the ſaid Elizabeth for the taking and unjuſtly detaining of the ſaid goods and chattels, and then and there in the ſaid court found pledges as well for proſecuting his ſaid plaint as for returning

and then replevied the goods.

Lucas appeared and levied his plaint in court

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ing the ſaid goods and chattels, if return thereof ſhould be adjudged, to wit, the ſaid Charles Lucas and Francis Leiceſter, *the record* of which ſaid plaint was duly had and removed before our ſaid lord the king, in the court of our ſaid lord the king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter, in the ſaid county of Middleſex), from Eaſter day in fifteen days in the term of Eaſter, in the ſaid twelfth year of the ſaid lord the now king, by virtue of the writ of our ſaid lord the king of *recordari facias loquelam*, before that time iſſued out of the chancery of the ſaid lord the king at Weſtminſter, directed to the then ſheriff of the ſaid county of Middleſex, and returned before our ſaid lord the king, in the ſaid court of our lord the king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter, in the ſaid county of Middleſex), from Eaſter day in fifteen days in Eaſter term aforeſaid; and thereupon the ſaid William Lucas, in the ſaid term of Eaſter, in the ſaid twelfth year of our ſaid lord the now king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter aforeſaid, in the ſaid county of Middleſex), by the ſaid Francis Leiceſter, his then attorney, declared againſt the ſaid Elizabeth in the ſaid plea of taking and unjuſtly detaining his goods and chattels: *And* by the ſaid declaration he the ſaid William Lucas, by the ſaid Francis Leiceſter his then attorney, complained that the ſaid Elizabeth, on the twentieth day of February, in the twelfth year of the reign of our ſaid lord the now king, at the pariſh of St. Giles's in the Fields, in the county of Middleſex aforeſaid, in a certain place there called Tottenham Court Road, in the dwelling houſe of the ſaid William, there took the goods and chattels following, to wit, one mahogany bureau, one mahogany bedſtead, one clock, one clock caſe, one bracket, one claw table, one pier glaſs, one marble table, one other bracket, one ſtove, one braſs fender, three chairs, ſeventeen paintings and pictures, one mahogany tea-cheſt, two window blinds, ten pieces of glaſs, two window curtains, one carved mantle-piece, one pair of earthen-ware , three bird cages, ſix bird-cage glaſſes, one feather-bed, one bolſter, two pillows, two blankets, one quilt, one walking cane, one whip, fifty books, one other mahogany bureau, one four-poſt bedſtead, one other feather-bed, three other blankets, one pair of ſheets, one other bolſter, two other pillows, one other quilt, one dreſſing-glaſs with drawers, one other chair, two ſtools, one other window-blind, one half teaſter bedſtead, one other feather-bed, one other bolſter, two other pillows, two other blankets, one other pair of ſheets, one coverlid, one cheſt of drawers, two other chairs, one other ſtove, one other braſs fender, one pair of tongs, one poker, one ſhovel, two German pipes, two looking-glaſſes, two trunks, one other table, one braſs candleſtick, one other walking-cane, one figure, two pair of boots, one other picture, one other half teaſter bedſtead, one other feather-bed, one other bolſter, two other blankets, one other coverlid, two other tables, three other chairs, one corner cupboard, four other prints, one half teaſter bedſtead

Plaint removed into B. R. by *reſale.*

Lucas declared againſt plaintiff thereon.

Declaration in replevin for taking houſehold goods.

bedſtead with the furniture thereto belonging, one other feather-bed, one other bolſter, two other pillows, one other pair of ſheets, three other blankets, one other coverlid, one other corner cupboard, one other cheſt of drawers, one other ſtove, one other poker, one other pair of tongs, one other ſhovel, four other chairs, one other tea-cheſt, one other tea-kettle, two ſaucepans, one other table, one other bedſtead, one other feather-bed, two other ſheets, two other coverlids, three other chairs, one other table, one iron range, one other pair of tongs, one other poker, one other ſhovel, one other fender, two other tables, one ſcreen, one warming-pan, three other candleſticks, one other ſaucepan, one other tea-kettle, one pot, one pot-cover, ſix other chairs, two tea-boards, one other looking-glaſs, and one pair of bellows of the ſaid William, and them unjuſtly detained againſt gages and pledges until, &c. wherefore the ſaid William ſaid that he was injured, and had ſuſtained damage to the value of forty pounds, and therefore he brought that ſuit, &c.; *which* ſaid goods and chattels ſpecified in the ſaid declaration were the ſame goods and chattels in the ſaid ſchedule or inventory to the ſaid writing-obligatory annexed particularly mentioned and expreſſed; *and afterwards*, to wit, on the ſaid term of Eaſter, in the ſaid twelfth year of the reign of our ſaid lord the now king, in the ſaid court of our ſaid lord the now king, before the king himſelf, the ſaid court then and ſtill being holden at Weſtminſter, in the ſaid county of Middleſex, the ſaid Elizabeth, by James Mainſtone her attorney came and defended the wrong and injury, when, &c. and well avowed the taking of the ſaid goods and chattels in the ſaid dwelling houſe, in which, &c. and juſtly, &c.; becauſe ſhe ſaid that the ſaid William, for the ſpace of three quarters of a year next before and ending on the feaſt-day of the birth of Our Lord Chriſt, which was in the year of Our Lord 1771, and from thence until and at the ſaid time when, &c. *enjoyed the ſaid dwelling-houſe in which, &c. with the appurtenances, under a demiſe thereof* thereto made *to him*, at the yearly rent of twenty-ſix pounds four ſhillings payable quarterly at the feaſts of the nativity of St. John the Baptiſt, St. Michael the Archangel, the birth of Our Lord Chriſt, and the Annunciation of the Bleſſed Virgin Mary, by even and equal portions, and during all that time held the ſame of the ſaid Elizabeth by virtue of the ſaid demiſe, as her tenant thereof at the rent aforeſaid; and becauſe nineteen pounds thirteen ſhillings of the rent aforeſaid due and payable by the ſaid William to the ſaid Elizabeth, for three quarters of a year of the ſaid term, ending on the ſaid feaſt-day of the birth of Our Lord Chriſt, in the ſaid year of Our Lord 1771, on that day, and from thence until and at the ſaid time when, &c. were in arrear and unpaid to the ſaid Elizabeth, ſhe the ſaid Elizabeth well avowed the taking of the ſaid goods and chattels in the ſaid dwelling houſe in which, &c. and juſtly, &c. for and in the name of a diſtreſs for the ſaid rent ſo in arrear and unpaid, which ſaid rent then ſtill remained and was due and owing to the ſaid Elizabeth; and that ſhe was ready

Which goods mentioned in declaration were ſame as mentioned in bond.

Defendant avowed for rent arrear under a demiſe.

1ſt avowry ſet out for three quarter's rent payable quarterly.

This is traverſed in the firſt plea in bar.

ready to verify; wherefore she prays judgment and a return of the said goods and chattels, together with her damages, &c. to be adjudged to her, according to the form of the statute in such case made and provided, &c.: *And* for further avowry in that behalf, she the said Elizabeth, by leave of the court here for that purpose first had and obtained, according to the form of the statute in such case made and provided, well avowed the taking of the said goods and chattels in the said dwelling house in which, &c. and justly, &c.; because she said *that the said William*, for the space of half a year and more next before and ending on the feast-day of St. Michael the Archangel, which was in the year of Our Lord 1771, and from thence until and at the said time when, &c. *enjoyed the said dwelling-house in which*, &c. with the appurtenances, *under a demise thereof* theretofore made to him, at the yearly rent of twenty-six pounds four shillings payable half yearly at the feast of St. Michael the Archangel, and the Annunciation of the Blessed Virgin Mary, by equal and even portions, and during all that time held the same of the said Elizabeth by virtue of the said demise *as her tenant thereof*, at the rent aforesaid; and because thirteen pounds two shillings of the rent aforesaid, due and payable by the said William to the said Elizabeth for half a year of the said term ending on the said feast-day of St. Michael the Archangel, in the said year of Our Lord 1771, on that day, and from thence until and at the said time when, &c. were in arrear and unpaid to the said Elizabeth, she the said Elizabeth well avowed the taking of the said goods and chattels in the said dwelling house in which, &c. justly, &c. for and in the name of a distress for the said rent so in arrear and unpaid, which said rent then still remained, and was due and owing to the said Elizabeth; and that she was ready to verify; wherefore she prayed judgment and a return of the said goods and chattles, together with her damages, &c. to be adjudged to her, according to the form of the statute in such case made and provided, &c.: *And the said* William said that the said Elizabeth, for the reasons by the said Elizabeth in her said first avowry above alledged, ought not to avow the taking of the said goods and chattels in the said dwelling house in which, &c. as just; because he said that the said Elizabeth, at the said time when, &c. of her own wrong took the said goods and chattels in the said dwelling house in which, &c. and unjustly detained the same against gages and pledges, until, &c. in manner and form as the said William had above thereof complained against her; *without this, that the said William enjoyed the said dwelling house in which, &c. under a demise thereof made to him by the said Elizabeth*, in manner and form as the said Elizabeth had above in her said first avowry alledged; and that he was ready to verify; wherefore inasmuch the said Elizabeth had above avowed the said taking of the said goods and chattels in the said dwelling house in which, &c. above done, he the said William prayed judgment and his damage, on occasion of the taking and unjustly detaining the said goods and chattels, to be adjudged to

2d avowry, for half a year's rent payable half yearly.

This is traversed in the third plea in bar.

1st Plea in bar, *de injuriis suis propriis.*

Traversing the demise in first avowry.

him, &c.: *And for* further plea in bar to the said first avowry of the said Elizabeth, he the said William, by leave of the court here for that purpose first had and obtained, according to the form of the statute in such case made and provided, said, that the said Elizabeth, for the reasons by the said Elizabeth in her said first avowry above alledged, ought not to avow the taking of the said goods and chattels in the said dwelling house in which, &c. as just; because he said, that at the time when, &c. nothing of the aforesaid rent mentioned in the said first avowry of the said Elizabeth was in arrear or unpaid from the said William to the said Elizabeth, as the said Elizabeth had above in her said first avowry alledged; and that he prayed might be enquired of by the country, and the said Elizabeth did the like: *And for* further plea in bar in that behalf as to the last avowry of the said Elizabeth, he the said William, by leave of the court here for that purpose first had and obtained, according to the form of the statute in such case made and provided, said that the said Elizabeth, for the reasons by the said Elizabeth in her said last avowry above alledged, ought not to avow the taking of the said goods and chattels in the said dwelling house in which, &c. as just; because he saith, that the said Elizabeth at the same time when, &c. of her own wrong, took the said goods and chattels in the said dwelling house in which, &c. and justly detained them against gages and pledges until, &c. in manner and form as the said William had above thereof complained against her; *without this that he the said William did the said trespass, &c. in which, &c. of the said Elizabeth, in manner et forma prout idem William in placito assumpsit exposuit*, in manner and form as the said Elizabeth had above in her said last avowry alledged; and that he was ready to verify; wherefore inasmuch as the said Elizabeth had above avowed the said taking of the said goods and chattels in the said dwelling house in which, &c. above done, he the said William prayed judgment and his damages, on occasion of the taking and unjustly detaining the said goods and chattels, to be adjudged to him, &c.: *And for* further plea in bar to the said last avowry of the said Elizabeth, he the said William, by leave of the court for that purpose first had and obtained, according to the form of the statute in such case made and provided, said that the said Elizabeth, for the reasons by the said Elizabeth in her said last avowry above alledged, ought not to avow the taking of the said goods and chattels in the dwelling house in which, &c. as just; because he said, that at the said time when, &c. nothing of the said rent mentioned in the said last avowry of the said Elizabeth was in arrear or unpaid from the said William to the said Elizabeth, as the said Elizabeth had above in her said last avowry alledged; and that he prayed might be enquired of by the country, and the said Elizabeth did the like, &c.: *And* the said Elizabeth, as to the said plea of the said William by him first above pleaded in bar as to the said avowry of the said Elizabeth by her first above made as before, said *that the said William enjoyed the said dwelling house in which, &c. under a demise thereof made to him,*

2d Plea in bar to first avowry, nothing in arrear, and conclusion to the country.

3d Plea in bar to the second avowry.

de injuria sua propria.

Traverse of demise.

4th Plea in bar to the last avowry, no rent in arrear, and conclusion to the country.

Replication to first plea to first avowry, taking issue on the traverse.

Lim, in manner and form as the ſaid Elizabeth had above in her ſaid firſt avowry alledged; and of that ſhe put herſelf upon the country, &c.: *And* the ſaid Elizabeth, as to the plea of the ſaid William by him firſt above pleaded in bar to the ſaid avowry of the ſaid Elizabeth by her laſtly above made as beforeſaid, that the *ſaid William hath not the ſaid dwelling houſe in which, &c. of the ſaid Elizabeth, by reaſon of the ſaid demiſe in the ſaid laſt avowry of the ſaid laſt ſaid mentioned*, as her tenant thereof, in manner and form as the ſaid Elizabeth had above in her ſaid laſt avowry alledged; and of that ſhe puts herſelf upon the country: *And the ſaid William* likewiſe, that the ſaid plea of the ſaid Elizabeth by her above pleaded by way of reply to the plea of the ſaid William by him firſt above pleaded in bar to the ſaid avowry of the ſaid Elizabeth by her firſt above made, and the matters therein contained were not ſufficient in law for the ſaid Elizabeth to have a return of the ſaid goods and chattels ſaid to be, &c. to which ſaid plea of the ſaid Elizabeth ſo pleaded by way of reply, in manner and form as the ſame was above pleaded and ſet forth, he the ſaid William was not under any neceſſity, nor in anywiſe bound by the law of the land to anſwer; and that he was ready to verify; wherefore for want of a ſufficient replication in that behalf he the ſaid William prayed judgment and his damages, on occaſion of the taking and unjuſtly detaining the ſaid goods and chattels, &c. And for cauſes of demurrer in law, according to the form of the ſtatute in ſuch caſe made and provided, he the ſaid William hath ſhewn and ſhewed to the court here for cauſes following, to wit, for that the ſaid Elizabeth had not taken iſſue on the words of the traverſe of the ſaid William by him offered to the ſaid Elizabeth in and by his ſaid firſt plea in bar, but had wholly waived the ſame, and had attempted to put an immaterial point in iſſue wholly different in ſubſtance, matter, form, and words, and which ought to be ſhunned, changed, and deſtroyed the ſenſe, meaning, and effect of the ſaid traverſe ſo offered by the ſaid William to the ſaid Elizabeth as aforeſaid, and which was alſo in itſelf a matter not triable; and alſo for that the ſaid replication was in other reſpects incertain, inſufficient, and informal, &c.: And the ſaid William, as to the ſaid plea of the ſaid Elizabeth by her above pleaded by way of reply, as to the ſaid plea of the ſaid William by him firſt above pleaded in bar, as to the firſt avowry of the ſaid Elizabeth by her laſtly above made, he the ſaid William ſaid, that the ſaid plea ſo pleaded by way of reply and the matters therein contained were not ſufficient in law for the ſaid Elizabeth to have a return of the ſaid goods and chattels to be adjudged to her, and to which ſaid plea of the ſaid Elizabeth ſo pleaded by way of reply, in manner and form as the ſame was above pleaded and ſet forth, he the ſaid William was not under any neceſſity, nor in anywiſe bound by the law to anſwer; and that he was ready to verify; wherefore for want of a ſufficient replication in that behalf he the ſaid William prayed judgment and his damages, on occaſion of the taking and unjuſtly detaining the

2d Replication to firſt plea, to ſecond avowry ſame.

Demurrer to firſt replication.

Cauſes 1ſt, not taking iſſue on the words of the traverſe.

2d, inſufficient in other reſpects.

2d demurrer to ſecond replication.

ſaid goods and chattels, to be adjudged to him, &c.; and for cauſes of demurrer in law, according to the form of the ſtatute in ſuch caſe made and provided, the ſaid William ſet down and ſhewed to the court here the cauſes following, to wit, for that the ſaid Elizabeth had concluded her ſaid replication to the country, when by law ſhe ought to have concluded the ſame with a verification, and thereby have given the ſaid William an opportunity to confeſs and avoid traverſe or deny the matters pleaded and ſet forth by the ſaid Elizabeth in her ſaid replication, and alſo for that the ſaid replication was argumentative, uncertain, and informal, &c.: *And* the ſaid Elizabeth ſaid, that the ſaid plea of the ſaid Elizabeth by her above pleaded by way of reply as to the plea of the ſaid William by him firſt above pleaded in bar to the ſaid avowry of the ſaid Elizabeth by her firſt above made, and the matters therein contained were ſufficient in law for the ſaid Elizabeth to have a return of the ſaid goods and chattels adjudged to her, &c.: which ſaid replication, and the matters therein contained, the ſaid Elizabeth was ready to verify and prove as the court ſhould award; and becauſe the ſaid William had not anſwered the ſaid replication, nor till then denied the ſame, the ſaid Elizabeth as before prayed judgment and a return of the ſaid goods and chattels, together with her damages, &c. to be adjudged to her, &c.: And the ſaid Elizabeth, as to the ſaid plea of the ſaid Elizabeth by her above pleaded by way of reply as to the ſaid plea of the ſaid William by him firſt above pleaded in bar, to the ſaid avowry of the ſaid Elizabeth by her laſtly above made, ſaid, that the ſaid plea ſo pleaded by way of reply and the matters therein contained were ſufficient in law for the ſaid Elizabeth to have a return of the ſaid goods and chattels to be adjudged to her, &c.; which ſaid replication and the matters therein contained the ſaid Elizabeth was ready to verify and prove as the court ſhould award, and becauſe the ſaid William had not anſwered the ſaid replication, nor till then denied the ſame, the ſaid Elizabeth as before prayed judgment and a return of the ſaid goods and chattels, together with her damages, &c. to be adjudged to her, &c. *and the ſaid parties* were thereupon afterwards here in the ſaid court of our lord the king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter, in the county of Middleſex) in the plea aforeſaid, that afterwards, to wit, in Trinity term in the ſaid twelfth year of the reign of our ſaid lord the now king, by the conſideration and judgment of the ſaid court there, it was conſidered that the ſaid William Lucas ſhould take nothing by his writ, but that he and his pledges to proſecute ſhould be in mercy, &c. and that the ſaid Elizabeth Hardy might depart the ſaid court without day for ever diſcharged therefrom; *and* that the ſaid Elizabeth Hardy ſhould have a return of the ſaid goods and chattels, &c. as by the record and proceedings thereof ſtill remaining in the court of our lord the king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter, in the county of Mid-

Cauſes, That it concludes to the country, and ought to have concluded with a verification.

Joinder to the firſt demurrer.

Joinder in demurrer to ſecond demurrer.

Per proceſſus.

Judgment for avowant.

Mercy, &c.

Returno habendo.

As by record, &c.

all which defendants had notice, &c.

which judgment ſtill remains, &c.

L. hath not made a return,

forfeited to the ſheriff, and aſſigned it to the plaintiff, according to the form of the ſtatute, 8 G. 2. c. 19.

Middleſex aforeſaid), more fully appears; of all which ſaid ſeveral premiſes the ſaid William, Charles Lucas, and Francis afterwards, to wit, on the twenty-ſixth day of June, in the year 1772, at the pariſh of St. Giles's in the Fields aforeſaid, had notice; *which* ſaid judgment ſtill remains in the ſaid court of our lord the king, before the king himſelf, at Weſtminſter aforeſaid, in full force, ſtrength, and effect, in nowiſe reverſed or made void: *And* the ſaid Elizabeth in fact ſaith, that the ſaid William Lucas hath not yet made a return of the ſaid goods and chattels, or any part thereof, according to the form and effect of the ſaid condition of the ſaid writing-obligatory, but the doing thereof hath hitherto neglected, and therein wholly failed and made default, *whereby* the ſaid writing-obligatory became forfeited to the ſaid John Wilkes and Frederick Bull, then ſheriff of the ſaid county of Middleſex, and the ſame being ſo forfeited, the ſaid John Wilkes and Frederick Bull, then ſheriff of the ſaid county of Middleſex, afterwards, to wit, on the twenty-ſeventh day of June, in the year of Our Lord 1772, at the pariſh of St. Giles's in the Fields, in the county aforeſaid, at the requeſt, coſts, and charges of the ſaid Elizabeth, the avowant in the ſaid ſuit, aſſigned the ſaid writing-obligatory to the ſaid Elizabeth, according to the form of the ſtatute in ſuch caſe made and provided, by then and there indorſing that aſſignment on the ſaid writing-obligatory, and atteſting the ſame under the ſeal of office of the ſaid ſheriff of the ſaid county of Middleſex, in the preſence of two credible witneſſes, according to the form of the ſtatute in ſuch caſe made and provided, and now alſo ſhewn to the court of our lord the king, before the king himſelf here, the date whereof is the ſame day and year laſt aforeſaid, more fully and at large appears; by means of which ſaid premiſes, and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid Elizabeth, as aſſignee of John Wilkes and Frederick Bull, late ſheriff of the ſaid county of Middleſex, to demand and have of and from the ſaid William Lucas, Charles Lucas, and Francis Leiceſter, the ſaid ſixty-four pounds ſeven ſhillings above demanded; yet the ſaid William Lucas, Charles Lucas, and Francis Leiceſter, although often requeſted, &c. have not, nor hath either of them yet paid the ſaid ſixty-four pounds ſeven ſhillings above demanded, or any part thereof, either to the ſaid John Wilkes and Frederick Bull, late ſheriff of the county of Middleſex aforeſaid before the ſaid aſſignment, or to the ſaid Elizabeth Hardy, aſſignee as aforeſaid ſince the ſaid aſſignment, or to either of them, but they or either of them to pay the ſame or any part thereof to the ſaid John Wilkes and Frederick Bull, or to the ſaid Elizabeth, or to either of them, have, and each of them hath hitherto wholly refuſed, and ſtill do, and each of them doth wholly refuſe to pay the ſame or any part thereof to the ſaid Elizabeth, aſſignee as aforeſaid, to the ſaid Elizabeth, aſſignee as aforeſaid, her damage of twenty pounds; and therefore ſhe brings her ſuit, &c.

&c. quod, &c. accrevit,

common conclusion in debt.

J. MORGAN.

I apprehend

DEBT ON REPLEVIN BOND.

I apprehend that at this time the court would be inclined to cenſure the extra length of pleading in declarations like the preſent, if the objection were taken; and as the record in the replevin cauſe is referred to, would deem it ſufficient to ſtate the declaration in replevin, and ſo much of the avowry or cognizance as ſhews the plaintiff in this action to be the avowant or perſon making cognizance in the other, to bring him within the meaning of the ſtatute 11. Geo. 2. c. 19. ſ. 23. and to ſtate the ſubſequent proceedings with a *taliter proceſſum fuit* in the concluſion of this precedent.

JAMES *againſt* WATSON.

FOR that whereas the ſaid plaintiff, before the making the writing obligatory hereafter mentioned, to wit, on, &c. at, &c. ſeized and took as a diſtreſs for certain arrears of rent then and there due, owing, and payable to the mayor, commonalty, and citizens of the city of London, governor of the poſſeſſions, revenues, and goods of the hoſpitals of Edward king of England, for a certain meſſuage, land, and premiſes ſituate and being at a certain place called, &c. certain goods and chattels of one J. G. to wit, two bedſteads, &c. &c. &c. of the ſaid J. G.; and thereupon the ſaid J. G. afterwards, and after the making of the ſaid diſtreſs, to wit, upon complaint by him made to E. R. (he the ſaid E. R. then and there being ſheriff of the ſaid county of R.) againſt the ſaid plaintiff of his having wrongfully taken and detained the ſaid cattle, goods, &c. of him the ſaid J. G. replevied and procured the ſaid E. R. as ſuch ſheriff as aforeſaid to replevy and deliver unto him the ſaid J. G. his ſaid cattle, goods, &c: And thereupon the ſaid E. R. ſo then and there being ſuch ſheriff of the ſaid county of R. as aforeſaid, according to the form of the ſtatute in ſuch caſe made and provided, did, before he made ſuch deliverance as aforeſaid of the ſaid diſtreſs, to wit, on, &c. at, &c. take from the ſaid J. G. and from the ſaid defendant and one J. L. two reſponſible ſureties, a bond in double the value of the ſaid cattle, goods, &c. ſo diſtrained as aforeſaid, conditioned as by law is required, and as hereafter mentioned, and on that occaſion the ſaid J. G. and the ſaid defendant, and the ſaid J. L. then and there, to wit, on, &c. at, &c. by their ſaid bond and writing-obligatory, ſealed with their reſpective ſeals, bearing date the day and year laſt aforeſaid, and to the court of our lord the king here ſhewn, jointly and ſeverally acknowledged themſelves to be, and became held and firmly bound to the ſaid E. R. ſo then and there being ſuch ſheriff of the ſaid county of R. as aforeſaid, by the name and deſcription of, &c. in the ſum of, &c. to be paid to the ſaid ſheriff or his aſſigns upon requeſt, ſubject nevertheleſs to a certain condition to the ſaid bond or writing-obligatory ſubjoined to the effect following, that if the ſaid J. G. did appear at the next county court to be held at, &c. and then and there proſecute his action with effect againſt the ſaid plaintiff for taking and detaining his ſaid goods and chattels hereinbefore mentioned, and in the ſaid bond or writing obligatory indorſed, and did and ſhould alſo make return thereof, if return thereof ſhould be adjudged by law; and alſo did and ſhould effectually ſave and keep harmleſs and indemnified

The plaintiff's goods had been ſeized as a diſtreſs for arrears of rent, a ſuit was proſecuted between the parties, and the goods of the tenant were delivered to the plaintiff irregularly, the ſheriff had received a bond from the defendant and one A. B.; the bond was aſſigned over to the plaintiff, and the preſent action is founded upon it.

Bond to the ſheriff.

demnified the ſaid ſheriff, his deputies, bailiffs, and miniſters, and every of them, for touching and concerning the replevying and delivery of the ſaid goods and chattels, and alſo of, from, and againſt all actions, ſuits, damages, loſſes, coſts, and charges that might ariſe or happen to him, them, or any of them, in conſequence or by means thereof, then that obligation to be void and of no effect, or elſe to be and remain in full force, as by the ſaid bond or writing-obligatory, and the condition thereof, relation being thereunto had, more fully and at large appears: And the ſaid plaintiffs in fact further ſaith, that the ſaid cattle, &c. having been ſo replevied as aforeſaid, and the ſaid J. G. having at the ſaid next county court in and for the ſaid county of R. in the ſaid condition of the ſaid bond or writing-obligatory mentioned, levied a certain plaint againſt the ſaid plaintiff for taking and unjuſtly detaining the ſaid cattle, &c. the record of the ſaid plaint, was duly had and moved into the court of our lord the king, before the king himſelf here, by virtue of the writ of our ſaid lord the king of, &c. before then iſſued out of the chancery of our ſaid lord the king at Weſtminſter, directed to the ſheriff of R. and returnable and returned before our ſaid lord the king at a certain day now paſt; and thereupon afterwards, and after the removal of the ſaid plaint in manner aforeſaid, to wit, in Hilary term, in the twenty-ſixth, &c. in the court of our ſaid lord the king, before the king himſelf here, to wit, at, &c. and the ſaid J. G. declared againſt the ſaid plaintiff in the plea of the ſaid plaint, to wit, in a plea wherefore he took the cattle, &c. of the ſaid J. G. and them unjuſtly detained againſt ſureties and pledges; and thereupon the ſaid J. G. by his ſaid declaration by J. T. his attorney, complained, &c. &c. and afterwards the ſaid T. in &c. in the ſaid court, &c. the ſaid court then and ſtill being, &c. the ſaid plaintiff, by A. B. his attorney, came and defended the wrong and injury, when, &c. and as bailiff of, &c. well acknowledged the taking of, &c. and for further cognizance in that behalf, the ſaid plaintiff by leave, &c. [copy the ſeveral pleas of the plaintiff]: And the ſaid plaintiff in ſaid further ſaith, that ſuch further proceedings were afterwards thereupon had in the ſaid court here, that afterwards, to wit, in Trinity term, in the &c. adjudged by the ſaid court here, that the cognizance of him the ſaid plaintiff by him above made in manner and form as the ſame was above made, and the matters therein contained were ſufficient in law for him the ſaid plaintiff to acknowledge the taking of the ſaid cattle, &c. in the ſaid place in which, &c. to be juſt, and it was alſo conſidered by the ſaid court, that the ſaid J. G. ſhould take nothing by his writ aforeſaid, but for his falſe claim therein ſhould be in mercy, and that the ſaid plaintiff ſhould go thereof without day, &c. and that he ſhould have a return of the ſaid cattle, &c. to be delivered to him for ever irrepleviable: And it was further conſidered by the ſaid court here, that the ſaid plaintiff ſhould recover againſt the ſaid J. G. thirty-five pounds to and for his coſts and charges by him about his defence in that behalf ſuſtained to the ſaid plaintiff by the ſaid court here with his aſſent adjudged,

Plaint levied.

Falſe.

Judgment of return irrepleviable.

judged, and that he might have execution thereof, according to the form of the ſtatute, &c. &c. as by the record and proceedings thereof, ſtill remaining in the ſaid court, &c. more fully appears, of which ſaid judgment the ſaid defendant afterwards, to wit, on the day of the recovery thereof, at, &c. had notice, which ſaid judgment ſtill remains in the ſaid court here, to wit, at, &c. in full force, ſtrength, and effect, in nowiſe revoked or made void: And the ſaid plaintiff avers, that notwithſtanding ſuch judgment as aforeſaid, and although for having a return of the ſaid cattle, &c. ſo replevied as aforeſaid, purſuant to the ſaid judgment, he the ſaid plaintiff hath cauſed to be and in, &c. duly iſſued out of the ſaid court here his majeſty's writ of, &c. upon the ſaid judgment directed to, &c. commanding him to return the ſaid cattle, &c. unto the ſaid plaintiff: Yet the ſaid J. G. did not make, nor hath he as yet made return of the ſaid cattle, &c. ſo replevied as aforeſaid, and in the ſaid condition of, &c. mentioned, according to the form and effect of the ſaid condition, but hath therein wholly failed and made default, and the ſaid ſheriff of R. to whom the ſaid writ of, &c. was ſo directed as aforeſaid, and afterwards delivered, hath returned and certified on the ſaid writ to our ſaid lord the king at Weſtminſter, on the return day of the ſaid writ, that is to ſay, on, &c. now laſt paſt, that before his receipt of the ſaid writ, the ſaid cattle, goods, &c. in the ſaid writ mentioned were by the ſaid J. G. carried to places to him the ſaid ſheriff unknown, ſo that he was not able to make return thereof to the ſaid plaintiff as in the ſaid writ was commanded, as by the ſaid writ and return thereof remaining, &c. of record in the ſaid court here fully appears; whereby and by reaſon of which ſeveral premiſes the ſaid bond or writing-obligatory became and was forfeited to the ſaid E. R. the ſaid late ſheriff of the ſaid county of R. and the ſame being ſo forfeited, and the money therein ſpecified wholly unpaid, he the ſaid E. R. the ſaid late ſheriff of the ſaid county of R. aforeſaid, to wit, on, &c. at the requeſt and coſts of the ſaid plaintiff, the perſon making cognizance in the aforeſaid replevin ſuit, aſſigned the ſaid bond or writing-obligatory to the ſaid plaintiff, according to the form of the ſtatute in ſuch caſe made and provided, by then and there indorſing that aſſignment on the ſaid bond or writing-obligatory, and atteſting the ſame under his ſeal as ſuch late ſheriff as aforeſaid, in the preſence of two credible witneſſes, according to the form of the ſtatute, &c. as by the ſaid aſſignment, indorſed on the ſaid bond or writing-obligatory, and duly ſtamped before the beginning of the preſent action thereupon, according to the form of the ſaid ſtatute bearing date the day and year laſt aforeſaid, and now alſo ſhewn to the court here, more fully and at large appears; by means of which premiſes, and by force of the ſtatute, &c. an action hath accrued to the ſaid plaintiff, as ſuch aſſignee as aforeſaid, to demand and have of and from the ſaid defendant the ſaid ſum of two hundred and twenty pounds in the ſaid bond or writing-obligatory mentioned, and above demanded; Yet the ſaid defendant,

Writ &c. returnable *Labeade.*

return that the cattle, &c. were eloigned.

aſſignment of ſheriff of bond.

although often requeſted, hath not as yet paid the ſaid two hundred and twenty pounds or any part thereof, but he ſo to do hath hitherto wholly refuſed, and ſtill refuſes, and the ſaid ſum of two hundred and twenty pounds is ſtill wholly due and unpaid, to the damage of, &c. &c.

V. LAWES.

Declaration by aſſignee of a ſteward of a liberty duly authoriſed to grant replevins, on a replevin bond againſt one of the bail; the diſtreſs was made by the plaintiff for rent due to him, the ſame was removed into C. B. where plaintiff obtained judgment for a return.

SUFFOLK, to wit. Thomas Fuller the younger, late of, &c. was ſummoned to anſwer James Burgeſs, aſſignee of ſir Charles Davers, &c. &c.; for that whereas the ſaid James heretofore and before the making of the writing-obligatory hereafter mentioned, to wit, on, &c. at, &c. in the ſaid county of S. and within the ſaid liberty of Bury St. Edmunds, in the ſaid county of Suffolk, in a certain place there called Holywell-row field, in the poſſeſſion of one Simon Leonard, took, ſeized, and diſtrained as a diſtreſs for certain arrears of rent then and there due and payable from the ſaid S. L. to him the ſaid James, and riſing out of the ſaid field, and then in arrear and unpaid, certain corn and grain of the ſaid Simon Leonard, to wit, four acres of rye of the ſaid S. L. then growing and being in the ſaid field; and thereupon the ſaid S. L. afterwards, and after the making of the ſaid diſtreſs, to wit, on, &c. upon complaint by him made to the ſaid ſir Charles Davers, baronet, (he the ſaid ſir C. D. then and there being chief ſteward of the liberty of Bury St. Edmunds, in the ſaid county of S. and duly authoriſed to grant replevins within the ſaid liberty) againſt the ſaid James, of his having wrongfully taken and detained the ſaid corn and grain of him the ſaid S. L. replevied, and procured the ſaid chief ſteward of the ſaid liberty to replevy and deliver unto him the ſaid S. L. his ſaid corn and grain; and thereupon the ſaid ſir C. D. ſo then and there being ſuch ſaid ſteward of the ſaid liberty, and ſo authoriſed to grant replevins within the ſaid liberty as aforeſaid, according to the form of the ſtatute in ſuch caſe made and provided, did take from the ſaid S. L. and one T. L. and the ſaid Thomas Fuller the younger, two reſponſible ſureties, a bond in double the value of the ſaid goods and chattels ſo diſtrained as aforeſaid, and on that occaſion the ſaid S. L. and the ſaid T. L. and the ſaid Thomas Fuller the younger, on, &c. at, &c. by their certain writing-obligatory, ſealed with their reſpective ſeals, and now ſhewn to the court here, the date whereof is the ſame day and year laſt aforeſaid, did jointly and ſeverally acknowledge themſelves to be held and firmly bound to the ſaid ſir C. D. ſo then and there being ſuch chief ſteward of the ſaid liberty, and ſo authoriſed to grant replevins within the ſame as aforeſaid, by the name and deſcription of ſir C. D. baronet, chief ſteward of the liberty of Bury St. Edmunds, in the ſaid county of S. in forty pounds of lawful money of Great Britain, to be paid to the ſaid ſir C. D. or his aſſigns, when they ſhould be thereto afterwards requeſted, under and ſubject nevertheleſs to a certain condition to the ſaid writing-obligatory ſubjoined to the effect

effect following, to wit, that if the ſaid S. L. did appear at the next court to be held in and for the ſaid county of S. or liberty of Bury St. Edmunds aforeſaid, and then and there did proſecute his ſuit with effect and without delay againſt the ſaid James for wrongfully taking and unjuſtly detaining of the ſaid S. L.'s grain and corn called rye, then ſtanding, growing, and being upon four acres, more or leſs, of land lying and being in, &c. as was alledged; and alſo did make return of the ſaid corn or grain in caſe a return thereof ſhould be awarded by law before any deliverance ſhould be made thereof, and alſo did ſave and keep harmleſs and indemnified the above named ſir C. D. his deputy ſteward, and bailiffs for touching and concerning the deliverance of the ſaid grain or corn, then that obligation to be void, or elſe to ſtand and remain in full force and virtue, as by the ſaid writing-obligatory, and the condition thereof, relation being thereto had, may more fully and at large appear; which ſaid replevin with the plaint thereon levied and made was afterwards, to wit, in Trinity term, in the twenty-fifth year of the reign of our ſaid lord the now king, duly removed and brought into this court of our ſaid lord the king of the bench here to be determined as by the record thereof, ſtill remaining in the ſaid court of our ſaid lord the now king of the bench here, more fully appears: And thereupon afterwards, to wit, in that ſame Trinity term, in the twenty-fifth year aforeſaid, in the court of our ſaid lord the now king of the bench, before Alexander lord Loughborough and his brethren there, his majeſty's juſtices of the bench aforeſaid, the ſaid S. L. declared againſt the ſaid James upon the ſaid replevin and in the plea of his ſaid plaint thereon, to wit, in a plea wherefore he took the goods of the ſaid Simon, and them unjuſtly detained againſt ſureties and pledges, until, &c.: And thereupon the ſaid S. L. then and there by his ſaid declaration, by W. S. his attorney, complained againſt the ſaid James, for that he the ſaid James, on, &c. at, &c. in a certain place there called Holywell-row field, took the goods and chattels of the ſaid Simon, to wit, the ſaid grain or corn herein before mentioned to have been diſtrained as aforeſaid, and unjuſtly detained againſt ſureties and pledges, &c. wherefore the ſaid Simon Leonard ſaid that he was injured, and had ſuſtained damage to the value of forty pounds, and therefore he brought ſuit, &c.: And the ſaid James afterwards, in Trinity term aforeſaid, in the twenty-fifth year aforeſaid, by W. F. his attorney, came and defended the wrong and injury, when, &c. and well avowed the taking of the ſaid goods and chattels in the ſaid place in which, &c. becauſe he ſaid that the ſaid Simon Leonard for the ſpace of two years and three quarters of a year, next before and ending on, &c. and from thence until and at the ſaid time, when, &c. enjoyed the ſaid place in which, &c. with the appurtenances, under a demiſe thereof made to him by the ſaid James, at the yearly rent of three pounds payable in four even and equal portions at the days and times following, that is to ſay, the, &c. and during all that time held the ſame of the ſaid James by virtue of the ſaid demiſe as his tenant thereof, at the rent aforeſaid: And

Plaint levied and removed by *pa-falo.*

Declaration in replevin.

Avows for rent arrear under a demiſe.

*that

that becauſe eight pounds five ſhillings of the rent aforeſaid, due and payable by the ſaid S. L. to the ſaid James for two years and three quarters of a year of the ſaid demiſe, ending and ended on, &c. on that day, and from thence until and at the ſaid time, when, &c. were in arrear and unpaid to the ſaid James, he the ſaid James well avowed the taking of the ſaid goods, &c. in the ſaid place in which, &c. and juſtly, &c. for and in the name of a diſtreſs for the ſaid rent ſo in arrear and unpaid, which ſaid rent ſtill remained and was due and owing to the ſaid James, and that he was ready to verify; wherefore he prayed judgment and a return of the ſaid goods and chattels, together with his damages, &c. to be adjudged to him, according to the form of the ſtatute in ſuch caſe made and provided: And the ſaid James in fact further ſaith, that ſuch further proceedings were afterwards had in the ſaid court of our ſaid lord the king of the bench, in the ſaid plea upon the aforeſaid replevin, that afterwards, to wit, in Michaelmas term, in the twenty-ſixth year of the reign of our ſaid lord the now king, it was in and by the ſaid court of our ſaid lord the king of the bench conſidered, that the ſaid S. L. and his pledges for proſecuting thereof ſhould be in mercy, &c. and that the names of the pledges ſhould be enquired, &c. and that the ſaid James ſhould go thereof without day, &c. and that he ſhould have a return of the goods, &c. aforeſaid, and in what manner, &c. the ſheriff ſhould make known thereon, in eight days of St. Hilary then next; alſo it was conſidered that the ſaid James ſhould recover againſt the ſaid S. L. forty pounds damages by the ſaid S. J. acknowledged to have been ſuſtained by the ſaid James; and alſo twenty-four pounds ſixteen ſhillings to the ſaid James by the ſaid court there at his requeſt adjudged for his coſts and charges by him about his ſuit in that behalf expended, which ſaid damages amounted in the whole to ſixty-four pounds; and the ſaid S. L. was in mercy, as by the record and proceedings ſtill remaining in the ſaid court of our ſaid lord the king of the bench more fully appears, whereof the ſaid Thomas Fuller afterwards, to wit, on, &c. had notice; which ſaid judgment ſtill remains in the ſaid court of our ſaid lord the now king of the bench here in full force, ſtrength, and effect, in no wiſe reverſed and made void: And the ſaid James avers, that notwithſtanding ſuch judgment as aforeſaid, the ſaid S. L. did not make, nor hath he as yet made due return of the ſaid grain or corn ſo replevied as aforeſaid, and in the ſaid condition of the ſaid writing-obligatory mentioned or any part thereof, according to the form and effect of the ſaid condition; but therein wholly failed and made default; whereby the ſaid writing-obligatory became and was forfeited to the ſaid ſir C. D. then and there being ſuch chief ſteward in the ſaid liberty of Bury St. Edmunds, in the ſaid county of S. and ſo authorized to grant replevins in the ſaid liberty as aforeſaid; and the ſame being ſo forfeited, he the ſaid ſir C. D. afterwards, to wit, on, &c. at the requeſt and coſts of the ſaid James, the avowant aforeſaid, aſſigned the ſaid writing-obligatory to the ſaid James, as ſuch avowant as aforeſaid, according

Judgment of return habendo.

Aſſignment by ſheriff.

to the form, &c. by then and there indorſing that aſſignment on the ſaid writing-obligatory, and atteſting the ſame under his ſeal of office as ſuch county ſheriff as aforeſaid, in the preſence of two credible witneſſes, according to the form, &c. as by the ſaid aſſignment, indorſed on the ſaid writing-obligatory, and duly ſtamped before the day of ſuing out the original writ of the ſaid James, according to the form, &c. and bearing date the day and year laſt aforeſaid, and now alſo ſhewn to the court here, more fully and at large appear; by means of which ſaid premiſes, and by force of the ſtatute, &c. an action hath accrued to the ſaid James, to demand and have of and from the ſaid Thomas the ſaid forty pounds above demanded; yet the ſaid Thomas, although often requeſted, hath not yet paid the ſaid forty pounds or any part thereof, but he ſo to do hath hitherto wholly refuſed, and ſtill refuſes, to the damage of the ſaid James of forty pounds, &c. &c.

V. LAWES.

ON CHARTER-PARTY.

Michaelmas Term, 12. Geo. III.

TOWN OF NEWCASTLE-UPON-TYNE. Edward Gyles, adminiſtrator of all and ſingular the goods, rights, and credits which were belonging to John Gyles deceaſed, at the time of his death, who died inteſtate, complains againſt George Charlton and Cornelius Charlton, being, &c. of a plea that they render to him one hundred pounds of lawful money of Great Britain, which they unjuſtly detain from him, &c.; for that whereas at the time of the making of the charter-party of affreightment herein after mentioned, the ſaid defendants were partners and joint dealers in trade, to wit, at the town of Newcaſtle-upon-Tyne, in the county of the ſame town, and defendants ſo being partners and joint dealers in trade as aforeſaid, by a certain charter-party of affreightment made at the town of Newcaſtle-upon-Tyne aforeſaid, in the county aforeſaid, on the twentieth day of December, in the eleventh year of the reign of our ſovereign lord the now king, and A. D. 1770, between the ſaid John Gyles in his lifetime by the name and deſcription of John Gyles, owner of the good ſhip or veſſel called the Dorothy and Iſabella, of Shields, of the burthen of two hundred and forty tons or thereabouts, then lying in the river Tyne, of the one part, and the ſaid defendants by the names and deſcriptions of, &c. merchants, freighters of the ſaid ſhip, of the other part; one part of which ſaid charter-party, ſealed with the ſeal of ſaid defendants, ſaid plaintiff now brings into court here, the date whereof is the ſame day and year aforeſaid: It is witneſſed that the ſaid owner had that day letten the ſaid ſhip to freight for one voyage, and that the ſaid freighters had hired the ſame in manner and form following, that is to ſay, that the

Declaration in B. R. in debt on a charter-party at ſuit of the adminiſtrator of the owner againſt freighters of the veſſel to recover the penalty for the [illegible] time they took in unlo[illegible]ing.

the ſaid ſhip then was and ſhould during the ſaid voyage be, at the expence of the ſaid owner, or his aſſigns, kept ſtaunch, tight, ſtrong, well manned, victualled, tackled, and provided in every reſpect fit for merchants ſervice, and particularly for performing ſuch voyage, and the damages and perils of the ſeas, reſtraints of princes and rulers, fire, and engines during the ſaid voyage, always excepted; and alſo that ſaid John Gyles, or his aſſigns, ſhould forthwith receive and take in and on board the ſaid ſhip in the river Tyne a full and complete loading with coals from the order and of the goods and adventure of the ſaid freighters, or their aſſigns, and being ſo loaden ſaid John Gyles, or his aſſigns, with the ſhip and cargo ſhould with the firſt opportunity of wind and weather proceed directly for London, and on her arrival there ſhould deliver the ſame to the order of ſaid freighters, at ſuch convenient place or places where ſaid ſhip and cargo could ſafely come, and alſo that the ſaid ſhip ſhould for their unloading lye the full ſpace of eight lawful working days, if required, and ſo to end the ſaid intended voyage; and in conſideration thereof, ſaid freighters did thereby agree not only to load and put on board the ſaid ſhip the ſaid cargo as aforeſaid, and to receive, or cauſe the ſame to be received from on board her at London, and within the days and time limited for her unloading as aforeſaid; but to pay or cauſe to be paid unto the ſaid John Gyles, or his aſſigns, upon the ſafe delivery of the ſaid cargo as aforeſaid, in full, for the freight and hire of ſaid ſhip for the ſaid voyage, at and after the rate of twelve ſhillings and three-pence *per* chaldron of coals, London meaſure, which ſhould be taken in and on board the ſaid ſhip and delivered as aforeſaid, and that ſaid defendants ſhould pay all coſts and charges upon and for the ſaid loading of coals, except trimming, keelmen's hire, pilotage, and delivery, which the ſaid John Gyles thereby agreed to pay, or allow out of the ſaid freight, together with the ſum of two pounds *per* day, to be paid day by day as the ſame ſhould grow due, for every day of ſaid ſhip's detention over and above the days and times limited for her unloading as aforeſaid, for the true performance thereof, each of ſaid parties by the ſaid charter-party of affreightment bound himſelf, his executors, adminiſtrators, and aſſigns reciprocally unto the other, eſpecially the ſaid John Gyles bound ſaid ſhip or freight, and appurtenances, and ſaid freighters their goods to be loaden on board her, each to the other in the penal ſum of one hundred pounds of lawful Britiſh money, as by the ſaid charter-party, relation being thereto had, may more fully and at large appear, and ſaid plaintiff as adminiſtrator as aforeſaid in fact ſays, that ſaid J. Giles in his lifetime, in purſuance of ſaid charter-party afterwards, to wit, on the twenty-fourth day of December, in ſaid A. D. 1770, at Newcaſtle-upon-Tyne aforeſaid, in the county aforeſaid, did receive and take in and on board the ſaid ſhip in the river Tyne a full and complete loading of coals from the order and of the goods and adventure of ſaid defendants, and ſaid ſhip being ſo freighted and loaden, the ſaid J. Gyles with the ſhip and cargo did with the

firſt opportunity of wind and weather, to wit, on the ſaid twenty-fourth day of December, in ſaid A. D. 1770, at Newcaſtle-upon-Tyne aforeſaid, in ſaid county, ſet ſail and proceed on her voyage for London aforeſaid, and ſaid ſhip ſo loaden as aforeſaid, afterwards, to wit, on the fourth day of January, A. D. 1771, did arrive at London aforeſaid, and ſaid J. Gyles did then and there give notice thereof to one J. Gilleſpie, to whom ſaid defendants had then and there conſigned ſaid cargo, and appointed the ſame to be delivered; and ſaid J. Gyles was then and there willing and offered to deliver ſaid cargo to ſaid J. Gilleſpie, and ſaid plaintiff avers, that although the ſaid ſhip ſtayed, continued, and was detained by ſaid J. Gilleſpie for the unloading thereof at London aforeſaid, for a long ſpace of time, after the expiration of the eight lawful working days after her arrival at L. aforeſaid, to wit, for nine lawful working days, that is to ſay, at the town of Newcaſtle-upon-Tyne aforeſaid, in the ſaid county; yet ſaid defendant did not, nor did either of them pay the ſaid J. Giles the ſaid ſum of two pounds for the ſaid day which ſaid ſhip was detained as aforeſaid, over and above the days and time limited for her unloading as aforeſaid, whereby an action accrued to ſaid J. Giles to demand and have of ſaid defendants ſaid ſum of one hundred pounds above demanded; nevertheleſs ſaid defendants, although often requeſted, have not, nor hath either of them paid ſaid ſum of one hundred pounds or any part thereof to the ſaid J. Giles in his lifetime, or to ſaid plaintiff ſince the deceaſe of ſaid J. Giles (to which ſaid adminiſtration of all and ſingular the goods and chattels, rights and credits which were of ſaid J. Giles at the time of his death, after ſaid death of ſaid J. Giles, to wit, on the fourteenth of Auguſt, A. D. 1771, at, &c. aforeſaid, in the county aforeſaid, by W. W. doctor at laws, vicar-general, and official principal, lawfully conſtituted of the right reverend father in God, by Divine Providence, lord Biſhop of Durham, to whom the granting of adminiſtration in that behalf of right belonged, in due form of law was committed), although oftentimes requeſted ſo to do, but to pay ſame, or any part thereof to ſaid J. Giles in his lifetime, or to ſaid plaintiff as adminiſtrator as aforeſaid ſince the death of ſaid J. Giles, they ſaid defendants and each of them have hitherto wholly refuſed to ſaid plaintiff, as adminiſtrator as aforeſaid, his damages of thirty pounds; and therefore he brings his ſuit, &c. (*Profert* of letters of adminiſtration). Pledges, &c.

J. MORGAN.

Eaſter Term, 23. Geo. III.

MIDDLESEX, to wit. John Powel, late of Fulham, in the county of Middleſex, eſquire, was ſummoned to anſwer unto Jacob Gotfreed Hippius and John Wray, in a plea that he render unto them ſaid plaintiffs three thouſand five hundred pounds of

Declaration in C. B. in debt on charter-party, at ſuit of owners againſt the freighter, for the value of the ſhip and ſtores (which were taken by the enemy during the voyage) deducting for reaſonable wear and tear, &c.

lawful,

lawful, &c. which he owes to and unjuſtly detains from them, &c.; and thereupon the ſaid plaintiffs, by Giles Bleaſdale their attorney, complain, that whereas by a certain charter-party of affreightment indented, made, and concluded on the ſecond day of Auguſt, in the year of Our Lord 1782, to wit, at Weſtminſter, in the county of Middleſex, by the ſame plaintiffs, by the name and deſcription of Meſſrs. Hippius and Company of London, merchants, owners of the good ſhip or veſſel called the Hope, of the burthen of four hundred and ſeventeen tons, then lying at anchor in the river of *London Thames*, whereof John Briggs was maſter, of the one part, and ſaid defendant, by the name and deſcription of, &c. of the other part: It was and is witneſſed that ſaid owners, for the conſiderations thereinafter mentioned, had letten, and ſaid defendant had hired and taken ſaid ſhip to freight by the month for the ſpace of ſix calendar months certain (unleſs ſhe ſhould be ſooner taken, ſunk, or burnt by the enemy, or loſt in conſequence of any attack from the enemy), and for ſuch further term as the freighter ſhould think proper, until her return to Deptford in the river of Thames aforeſaid, and the maſters receiving notice of her diſcharge being for a voyage or voyages with her to be made from that port of London to any port or ports, harbours, iſlands, or other places in or out of Europe back to London, upon the terms and conditions thereinafter mentioned; whereupon the ſaid owners did by the ſaid charter-party covenant, promiſe, and agree, to and with the ſaid freighter, that his ſaid ſhip ſhould at the ſaid port of London, as well as at the ſeveral ports and places to which he might be ordered during that preſent affreightment, be tight, ſtaunch, and ſtrong, well officered and manned, ſufficiently victualled, and properly tackled, apparelled, equipped, and provided with all things needful and requiſite for ſuch a ſhip, and the voyage or voyages ſhe ſhould be directed to make, and that ſhe ſhould take and receive on board in the river Thames a full and complete cargo of ſuch lawful goods and merchandizes as the ſaid freighter, his agents or factors, ſhould think proper, not exceeding what the ſaid ſhip could ſafely ſtow and carry over and above her tackle, apparel, proviſions, ſtores, and furniture, and ſhould proceed and ſail directly with ſuch cargo to any port or ports, harbours, iſlands, or other places the ſaid freighter, his factor or agent, ſhould order, and there, or as near thereto as ſhe could ſafely get, unload and deliver the ſame, and afterwards reload ſuch other lawful goods and merchandizes not exceeding as aforeſaid, as might be tendered for that purpoſe, and proceed to and faithfully deliver the ſame at ſuch other port or ports, harbours, iſlands, or other places to which ſhe might be ordered, and to continue until her final diſcharge at Deptford as aforeſaid, at and in the loading and unloading of which cargoes the maſter of ſaid ſhip, with his officers and ſhip's company, ſhould from time to time, and at all times aid and aſſiſt to the utmoſt of their power as occaſion ſhould require: And the ſaid owners did further agree to and with ſaid freighter, that during ſaid ſhip's continuance in his the ſaid freighter's

ter's ſervice, the maſter ſhould duly obſerve and obey all and ſingular the lawful orders of ſaid freighter, his factors or aſſigns, as well in reſpect to her ſeveral voyages, and deſtinations, as to the cargo to be loaden on board and unloaden out of her, and that her ſeveral voyages ſhould be performed with all expedition and ſafety (the perils and dangers of the ſea, reſtraint of princes and rulers, and all other unavoidable caſualties always excepted), in conſideration whereof ſaid freighter did covenant, promiſe, and agree, to and with the ſaid owners by the ſaid charter-party, not only to load, unload, and regularly diſpatch ſaid ſhip at and from the ſeveral places to which he might be ordered, and to furniſh the maſter from time to time with neceſſary orders and inſtructions for his government, but alſo well and truly pay, or cauſe to be paid unto ſuch owner or their order in full for the freight and hire of the ſaid ſhip for the whole of ſaid voyage or voyages, acting after the rate of twelve ſhillings and ſixpence ſterling *per* ton *per* month, to be calculated by the number of tons the ſaid ſhip carried, as in ſaid charter-party was above ſpecified, for ſix calendar months certain, unleſs ſooner taken, ſunk, or burnt by the enemy, or loſt in conſequence of any attack from the enemy, and at and after, and the like rate of twelve ſhillings and ſixpence ſterling *per* ton *per* month for all ſuch longer time, and ſo many other calendar months as ſaid ſhip ſhould be continued in ſaid freighter's ſervice, and proportionably for a leſs time than a calendar month, the ſaid ſhip to commence and be accounted at and from the day on which ſhe ſhould firſt begin to receive goods on board in the river of Thames, and to go until the time of notice of diſcharge being given in writing to the maſter of ſaid ſhip after her arrival at Deptford as aforeſaid, and to be paid unto ſaid owners for their ſaid order, in manner following, that is to ſay, two months pay upon the ſaid owners ſigning that then preſent charter-party, two other months pay upon and as ſoon as the ſaid ſhip ſhould have been ſix calendar months complete in the ſaid freighter's ſervice, and after, two months pay at the end and expiration of every ſubſequent four calendar months during her ſervice and employ, and the reſidue of the pay and freight that ſhould be due upon her final diſcharge at Deptford; provided always, and it was by ſaid charter-party agreed and underſtood by and between ſaid parties, that if the ſaid ſhip ſhould happen to be burnt, ſunk, or taken by the enemy, or to be loſt in conſequence of any attack of the enemy during her continuance in his the ſaid freighter's ſervice, then the ſaid pay or freight ſhould be made up and paid to the time only of ſuch event taking place, and in ſuch caſe he the ſaid freighter ſhould and would, upon certain advice being received of ſuch burning, ſinking, or loſs, well and truly pay, or cauſe to be paid to ſaid owners the value of ſaid ſhip, her ſtores, and appurtenances thereby ſettled and adjudged at one thouſand eight hundred and ſix pounds ſterling, reaſonable wear and tear for the time ſhe ſhould have been employed to be firſt eſtimated by two indifferent ſkilful perſons, one to be choſen by each party, and to be deducted

ducted from the ſaid value, and ſhould ſaid ſhip be damaged only by or in conſequence of any attack from the enemy, then ſuch damage ſhould be paid for by ſaid freighter, according to the eſtimate thereof to be made as aforeſaid, any thing thereintofore contained to the contrary notwithſtanding, and to performance thereof the ſaid parties did bind and oblige themſelves, their executors and adminiſtrators eſpecially, the ſaid owners did bind their ſaid ſhip, her freight, tackle, apparel, and furniture, and the ſaid freighter, the goods to be loaden on board her either to the other, and to the executors, adminiſtrators, and aſſigns of each other in the penal ſum of three thouſand five hundred pounds ſterling firmly thereby, as by ſaid charter-party, reference being thereunto had, will more fully and at large appear: And ſaid plaintiffs in fact ſay, that after the making of ſaid charter-party, and during the aforeſaid affreightment, to wit, on the day and year aforeſaid, at Weſtminſter aforeſaid, the ſaid ſhip or veſſel in ſaid charter-party mentioned was by ſaid defendant, the freighter thereof as aforeſaid, directed to ſail on a certain voyage, that is to ſay, on a certain voyage from the port of London, where ſhe then was, to Gibraltar, *under convoy of a certain fleet of men of war commanded by the right honourable Richard Lord Howe*, but in caſe ſhe ſhould leave her convoy, then the ſaid ſhip or veſſel was directed to proceed for the rock of Liſbon, and that ſaid ſhip or veſſel was then and there, that is to ſay, on the day and year aforeſaid, in the ſaid port of London, that is to ſay, at Weſtminſter aforeſaid, tight, ſtaunch, and ſtrong, well officered and manned, ſufficiently victualled, and properly tackled, apparelled, equipped, and provided with all things needful and requiſite for ſuch a ſhip, and the ſaid voyage ſhe was ſo directed and about to make as aforeſaid, according to the tenor and effect of ſaid charter-party, and the covenant of ſaid plaintiff in that behalf made as aforeſaid: And ſaid plaintiffs in fact further ſay, that afterwards, and during the aforeſaid affreightment, to wit, on the day and year aforeſaid, the ſaid ſhip in ſaid charter-party mentioned did take and receive on board in the ſaid river of Thames (that is to ſay, at Weſtminſter aforeſaid, a full and complete cargo of ſuch lawful goods and merchandizes, and ſaid defendant, the freighter of ſaid ſhip or veſſel as aforeſaid), and his agents and factors in that behalf did then and there think proper, not exceeding what the ſaid ſhip could ſafely ſtow and carry over and above her tackle, apparel, proviſions, ſtores, and furniture, and did directly, and during her aforeſaid affreightment, to wit, on the day and year laſt aforeſaid, and purſuant to the order of ſaid defendant as ſuch freighter as aforeſaid in that behalf and the true intent and meaning of ſaid charter-party, ſail and proceed on her ſaid directed voyage from the port of London to Gibraltar aforeſaid, under *ſuch* convoy *as aforeſaid*, to wit, at Weſtminſter aforeſaid, in ſaid county of Middleſex: And ſaid plaintiffs in part further ſay, that afterwards, and after the departure of ſaid ſhip or veſſel from the port of London on her ſaid voyage ſo directed as aforeſaid, whilſt ſhe was ſailing and proceeding

on

on the ſame, and before her arrival at Gibraltar aforeſaid, to wit, on the third day of October, A. D. 1782, ſaid ſhip or veſſel loſt and ſeparated from her aforeſaid convoy, whereupon ſaid ſhip or veſſel did forthwith proceed for and towards the Rock of Liſbon, purſuant to the aforeſaid directions of ſaid defendant, as ſuch freighter thereof as aforeſaid: But ſaid plaintiffs in fact further ſay, that afterwards, and while ſaid ſhip or veſſel was ſailing and proceeding for ſaid Rock of Liſbon, and before ſhe arrived there, and while ſhe was in the ſervice of ſaid defendant, as ſuch freighter thereof as aforeſaid, to wit, on the eighth of October, in ſaid A. D. 1782, the ſaid ſhip or veſſel was upon the high ſeas with force and arms, and in an hoſtile manner taken by the enemy, to wit, by certain ſubjects of the *Spaniſh* king, then being enemies of our lord the now king, whereby ſaid ſhip or veſſel, together with her ſtores and appurtenances, became and were totally loſt, to wit, at Weſtminſter aforeſaid, in ſaid county of Middleſex; and ſaid plaintiffs aver, that although ſaid defendant afterwards, and before the ſuing forth of the original writ of the ſaid plaintiffs in this ſuit, to wit, on the firſt of November in the year aforeſaid, at Weſtminſter aforeſaid, had certain advice of ſaid taking of ſaid ſhip or veſſel, and although the reaſonable wear and tear of ſaid ſhip or veſſel, with her ſtores and appurtenances, for and during the time ſhe was ſo employed under the ſaid charter-party as aforeſaid, was afterwards, to wit, on the day and year laſt aforeſaid, at Weſtminſter aforeſaid, and according to the tenor and effect of ſaid charter party, eſtimated at a certain ſum, to wit, the ſum of fifteen pounds eight ſhillings of lawful money of Great Britain, that is to ſay, by a certain ſkilful and indifferent perſon choſen by and on the part and behalf of ſaid defendant, as ſuch freighter of ſaid ſhip or veſſel as aforeſaid, but whoſe name is at preſent unknown to ſaid plaintiffs, and which ſaid eſtimate was afterwards approved and agreed to by ſaid plaintiffs, who thereupon, and with the conſent and approbation of ſaid defendant, declined chooſing any perſon to eſtimate the wear and tear on their part, whereof ſaid defendant afterwards, to wit, on the day and year laſt aforeſaid, at Weſtminſter aforeſaid, had notice; and whereby and by means of which ſaid ſeveral premiſes, and according to the tenor and effect of the ſaid charter-party, he ſaid defendant became then and there liable to pay to ſaid plaintiffs, as ſuch owners of ſaid ſhip or veſſel in ſaid charter-party mentioned as aforeſaid, a large ſum of money, to wit, the ſum of one thouſand ſeven hundred and ninety pounds twelve ſhillings of lawful money of Great Britain, being the value of the ſaid ſhip, or ſtores and appurtenances as ſettled and adjuſted by the ſaid charter-party, after deducting thereout the ſaid ſum of fifteen pounds eight ſhillings ſo eſtimated for reaſonable wear and tear as aforeſaid; and although ſaid defendant was then and there requeſted to pay ſuch value to them ſaid plaintiffs, according to the tenor and effect of ſaid charter-party, yet ſaid defendant did not, when he was ſo requeſted as aforeſaid, or at any other time, pay to them ſaid plaintiffs, or either of them, ſaid ſum

of one thouſand ſeven hundred and ninety pounds twelve ſhillings, ſo being ſuch value of ſuch ſhip or veſſel in ſaid charter-party mentioned, her ſtores and appurtenances, after ſuch deduction for wear and tear as aforeſaid, or any part thereof, but wholly refuſed ſo to do, and ſaid ſum of one thouſand ſeven hundred and ninety pounds twelve ſhillings is ſtill wholly unpaid to ſaid plaintiffs, contrary to the form and effect of ſaid charter-party, to wit, at Weſtminſter aforeſaid, whereby and according to the tenor and effect of ſaid charter-party, ſaid defendant forfeited and became liable to pay to ſaid plaintiff ſaid penal ſum of three thouſand five hundred pounds in ſaid charter-party mentioned, and by reaſon thereof an action hath accrued to them ſaid plaintiffs to demand and have of and from ſaid defendants the ſum of three thouſand five hundred pounds above demanded; yet ſaid defendants, although often requeſted, hath not as yet paid the ſaid ſum of three thouſand five hundred pounds above demanded, or any part thereof to them ſaid plaintiffs or to either of them, but he to pay the ſame or any part thereof to ſaid plaintiffs hath hitherto wholly refuſed, and ſtill refuſe; wherefore ſaid plaintiffs ſay they are injured, and have ſuſtained damage to the amount of ten pounds, and therefore they bring their ſuit, &c.; and they alſo bring into court here one part of ſaid charter-party of affreightment hereinbefore mentioned, ſealed with the ſeal of ſaid plaintiff, and bearing date the ſame day and year firſt above-mentioned.

V. GIBBS.

The voyage is ſtated to Gibraltar directly, but if the ſhip was deſtined to any other place, and was to ſtop at any particular port or place, and take in any other cargo in her way, it ſhould, I conceive, be ſtated.

The ſhip was to ſail with this *particular* convoy if ſhe was not, and the direction were general, ſhould the declaration be altered accordingly.

If the ſhip was to ſail with convoy *generally*, omit the words in Italic.

Declaration in debt againſt defendant for the penalty of eight hundred pounds for non performance of a charter party entered into between plaintiff and defendant for the hire of plaintiff's ſhip, which was to carry defendant's goods from London to the ports of A. and B. and ſay there reſpectively ſixty five days for unloading and receiving her homeward-bound cargo, and ten days more if neceſſary. Plaintiff ſhews a ſpecific performance of the outward voyage on his part, and aſſigns for breach that defendants did not, during the time aforeſaid, load and diſpatch the ſhip from the ports of A. and B. or either of them, with goods to London, contrary to their covenants.

LONDON, to wit. Plaintiff complains of defendants, being, &c. of a plea that they render to the ſaid plaintiff eight hundred pounds of, &c. which they owe to and unjuſtly detain from him; for that whereas by a certain charter party of affreightment indented and made on, &c. between the ſaid plaintiff (by the name and deſcription of John Cuffey, of, &c. owner of the good ſhip or brigantine called the A. B. burthen one hundred and thirty tons or thereabouts, then in the river Thames whereof one T. D. was maſter) of the one part, and the ſaid defendants (by the names and deſcriptions of Allan Auld and William Rois, of London, merchants) of the other part (one part of which ſaid charter-party,

bearing

bearing date the ſame day and year aforeſaid, ſealed with the ſeals of the ſaid defendants, the ſaid plaintiff now brings here into court) : It is witneſſed that the ſaid plaintiff, for the conſiderations thereinafter mentioned, had granted and let, and the ſaid defendants had accordingly hired and taken the ſaid ſhip to freight for the voyage, and on the terms and conſiderations thereinafter mentioned, that is to ſay, firſt, the ſaid plaintiff for himſelf, his executors, and adminiſtrators, did thereby covenant, promiſe, and agree to and with the ſaid defendants, their executors, adminiſtrators, and aſſigns, that the ſaid ſhip being tight, ſtaunch, and ſtrong, and well manned, tackled, and provided, and fit for merchants ſervice, and the voyage thereinafter mentioned, would ſtay in the Thames until the eleventh of November then next, if not ſooner diſpatched, and load, receive, and take on board her from the ſaid defendants, their factors and aſſigns, all ſuch goods and merchandizes as they or any of them ſhould tender to be loaden, not exceeding what the ſaid ſhip could reaſonably ſtow and carry, over and above her tackle, apparel, and furniture, and therewith directly, as wind and weather would permit, ſail and proceed to the reſpective ports of L. and S. on the coaſt of Barbary, or as near thereto as ſhe could ſafely get, and there unload and deliver to the ſaid defendants, their factors or aſſigns, all ſuch goods and merchandizes as ſhould have been by them or any of them laden on board the ſaid ſhip in the river Thames aforeſaid, and then and there at both or one of the ſaid ports of L. or S. as directed, load, receive, and take on board her from the ſaid defendants, &c. &c. ſet forth the charter party, which was that the ſhip was to be kept ſixty five days in diſcharging her cargo, and to ſtay over that time on demurrage if required, on paying to plaintiff ſixty ſhillings for each day; the parties bound themſelves in the penalty of eight hundred pounds for the true performance of the covenants], as by the ſaid charter party of affreightment, relation being thereto had, may more fully appear: And the ſaid plaintiff in fact ſays, that the ſaid ſhip afterwards, to wit, on, &c. being tight, ſtaunch, and ſtrong, and well manned, tackled, and provided, fit for merchants ſervice for the voyage in the ſaid charter-party of affreightment mentioned, and having ſtayed in the river Thames until the ſaid eleventh of November 1770, and having received and taken on board her all ſuch goods and merchandizes as the ſaid defendants, their factors or aſſigns, tendered or cauſed to be loaden, not exceeding what the ſaid ſhip could reaſonably ſtow, over and above her tackle, apparel, and furniture, whereof great quantities were taken on board the ſaid ſhip, and being therewith diſpatched, did depart and ſet ſail from the ſaid river Thames, where the ſaid ſhip then lay, towards and to the reſpective ports of L. and S. on the coaſt of Barbary, and arrived on the firſt of January 1771, at or as near the ſaid port of L. as ſhe could ſafely get, whereof the ſaid factors and aſſigns of the ſaid defendants, on, &c. there had notice, and did ſtay and continue there until the twenty-ſecond day of March then next following, to wit, in the ſaid year

1771, and did there unload and deliver to the ſaid defendants, their factors or aſſigns, all goods and merchandizes that were loaden by them on board the ſaid ſhip in the ſaid river Thames as aforeſaid, and to be unloaden at the ſaid laſt-mentioned port of L. and ſtayed and continued at the ſaid port of L. for the ſpace of ſixty-five running days, and the ſaid ſhip afterwards, to wit, on, &c. being then diſpatched by the ſaid factors or aſſigns of the ſaid defendants, did ſail and proceed to the ſaid port of S. arrived, to wit, on, &c. as near to the ſaid port of S. as ſhe could conveniently get, whereof the ſaid factors and aſſigns of the ſaid defendants, on, &c. there had notice, and did unload and deliver unto the ſaid defendants, their factors or aſſigns, all ſuch goods that were loaden by them on board the ſaid ſhip in the ſaid river Thames, to be unloaden at the ſaid laſt-mentioned port of S. for the ſpace of ſixty-five running days, and did alſo ſtay and continue at the ſaid port of S. for the ſpace of ten days after the expiration of the ſaid ſixty-five days: Yet the ſaid defendants, their factors or aſſigns, did not, during that time or at any other time, load and diſpatch the ſaid ſhip at and from the ports of L. and S. or either of them with any goods and merchandizes to be carried from thence to London aforeſaid, according to the form and effect of the ſaid charter-party, and the ſaid covenant of the ſaid defendants by them in that behalf made as aforeſaid, but ſo to do they the ſaid defendants wholly refuſed, contrary, &c. *per quod actio accrevit*; yet, &c.

F. BULLER.

Plea, 1ſt, that the ſhip did not ſtay at the ports of L. and S. 65 running days, and 10 days more.

And the ſaid defendants, by A. B. their attorney, come and defend the wrong and injury, when, &c. and ſay *actio non*; becauſe they ſay, that the ſaid ſhip did not ſtay and continue at the ſaid port of L. and S. reſpectively for the ſpace of ſixty five running days or any number of days, nor for the ſpace of ten or any number of days after the expiration of the ſaid ſuppoſed ſixty five days, in manner and form as the ſaid plaintiff hath in his ſaid declaration above alleged; and of this they put themſelves upon the country, and the ſaid plaintiff doth the like, &c.: And for further

2d Plea, that after her arrival at S. and before the expiration of 65 days, and 10 days, defendants offered and tendered goods on board, &c. but plaintiff refuſed to receive them.

plea in this behalf, by leave, &c. *actio non*; becauſe they ſay, that after the arrival of the ſaid ſhip at S. as in the ſaid declaration is mentioned, and within the ſpace of ſixty-five days, and ten days after the expiration of the ſaid ſixty-five days from the arrival of the ſaid ſhip at the ſaid laſt-mentioned port, to wit, on, &c. at, &c. that they the ſaid defendants did offer and tender goods and merchandizes to load on board the ſaid ſhip in her homeward bound voyage from the ſaid port of S. to the port of London, and diſpatch the ſaid ſhip with the ſame from the ſaid port of S. for her return to the port of London, as it was lawful for them to do, according to the purport and true intent of the ſaid charter-party of affreightment, but which ſaid goods and merchandizes the ſaid defendants then and there refuſed to receive on board the ſaid ſhip there for her homeward bound voyage, and to ſail homeward to the port of London, according to the form and effect of the ſaid charter-

charter-party; and this, &c.; wherefore, &c.: And for further plea, by leave, &c. *actio non*; becauſe they ſay, that after the arrival of the ſaid ſhip at the ſaid port of S. as in the ſaid declaration mentioned, and within the ſpace of ſixty-five running days, and ten days after the expiration of the ſaid ſixty-five running days from the arrival of the ſaid ſhip at the ſaid laſt-mentioned port, to wit, on, &c. at, &c. they the ſaid defendants did, during the ſaid time of the ſaid ſhip ſo being at L. and S. load and diſpatch the ſaid ſhip at and from the ſaid ports of L. and S. reſpectively, with divers goods and merchandizes to be carried from thence to London, according to the form and effect of the ſaid charter-party; and of this they put themſelves upon the country, &c.: And for further plea in this behalf, by leave, &c. *actio non*; becauſe they ſay, that after the arrival of the ſaid ſhip at the ſaid port of S. as in the ſaid declaration is mentioned, and within the ſpace of ſixty-five running days, and ten days after the expiration of the ſaid ſixty-five running days from the arrival of the ſaid ſhip at the port of S. laſt-mentioned, to wit, on, &c. at, &c. the ſaid R. B. in the ſaid declaration mentioned, captain of the ſaid ſhip, did with the ſaid ſhip, and before the ſame could be loaded by the ſaid defendants, without the conſent and in deſpite of the ſaid defendants, quit the ſaid port of S. and departed to places unknown to the ſaid defendants, to wit, at, &c.; and this, &c.; wherefore, &c. if, &c.

3d Plea, that defendants, after her arrival and before the expiration of 65 and 10 days, loaded and diſpatched the ſhip from the ports of L. and S. to London.

4th Plea, that after her arrival, and within, &c. the captain, without defendants licence, quitted the port with the ſhip to places unknown.

THOMAS WALKER.

And the ſaid plaintiff, as to the ſaid plea of the ſaid defendants by them ſecondly above pleaded in bar, ſay *precludi non*; becauſe he ſays, that the ſaid defendants, within the ſpace of ſixty-five days, and ten days after the expiration of the ſaid ſixty-five days from the arrival of the ſaid ſhip at the ſaid port of S. did not offer and tender to the ſaid plaintiff goods and merchandizes to load on board the ſaid ſhip on her homeward voyage, from the ſaid port of S. for her return to the port of London, and to diſpatch the ſaid ſhip with the ſame for the ſaid port of London *modo et forma*; and this he prays may be enquired of by the country, &c.: And the ſaid plaintiff, as to the ſaid plea of the ſaid defendants by them laſtly above pleaded, ſays *precludi non*; becauſe that the ſaid plaintiff did not within the ſpace of ſixty-five running days, and ten days after the expiration of the ſaid ſixty-five running days from the arrival of the ſaid ſhip at the ſaid port of S. with the ſaid ſhip, quit the ſaid port of S. *modo et forma*; and this he prays may be enquired of by the country, &c.; therefore, &c.

Replication, iſſue on the 2d plea.

Iſſue on laſt plea.

F. BULLER.

On POLICIES of ASSURANCE.

Hilary Term, 30. Geo. III.

Declaration in debt, against the London Assurance, on a sealed policy of assurance of a ship and cargo from London to Gibraltar; ship bulged and strained during the voyage.

LONDON, to wit. The governor and company of the London Assurance were summoned to answer Jacob Mendes Da Costa the elder, of a plea that they render to the said Jacob Mendes Da Costa one thousand and two hundred pounds of lawful money of Great Britain, which they owe to him and unjustly detain from him, &c.; and whereupon the said Jacob Mendes, by Thomas Thorpe his attorney, says, that whereas by a certain deed poll or policy of assurance made on the second day of September, in the year of Our Lord 1788, at London aforesaid, to wit, in the parish of St. Mary-le-bow, in the ward of Cheap, by the said governor and company, and sealed with the common seal of the said governor and company, and which said deed or policy of assurance, sealed with the seal of the said governor and company, the said Jacob Mendes now brings here into court, the date whereof is the same day and year aforesaid, *he said the said Jacob Mendes for Solomon Lyon*, as well in his own name as for and in the name and names of all and every other person or persons to whom the same did, might, or should appertain, in part or in all, did make assurance with the said London at and from the first day of June to be assured, lost or not lost, *at and from Gibraltar*, and at and from thence to Malaga, *and any other ports* and merchandizes whatsoever, *and also upon boat, boat, apparel*, or ordnance, munition, artillery, boat, and other furniture, &c. and in the good ship or vessel called *The Diamond*, whereof was master under God for this voyage *Robert Smith*, or whosoever else should go for master in the said ship or vessel, or by whatsoever other name or names the said master or vessel or the master thereof was or should be named or called, beginning the adventure upon the said goods and merchandizes from and immediately following the loading thereof aboard the said ship or vessel at London, and upon the said ship or vessel, &c. at and from London, and so should continue and endure during her abode there upon the said ship or vessel, &c. and further until the said ship or vessel with all her ordnance, tackle, apparel, &c. and goods and merchandizes whatsoever should be arrived as aforesaid, and upon the said ship or vessel, &c. until she had moored at anchor twenty-four hours in good safety, and upon the goods and merchandizes until the same should be there safely discharged and landed, and it should be lawful for the said ship or vessel, &c. in that voyage to proceed and sail to and touch and stay at any ports whatsoever without prejudice to the assurance, the said ship or vessel, &c. goods and merchandizes, &c. for so much as concerned the assureds (by agreement between the assureds and the London assurance) were and should be rated and valued at

at, &c. as underwritten, without farther or other account to be given by the aſſureds for the ſame touching the adventures and perils which the ſaid London Aſſurance were contented to bear, and did take upon them in that voyage, they were of the ſeas, men of war, fire, enemies, pirates, rovers, thieves, jetizens, letters of mart and counter-mart, ſurprizals, takings at ſea, arreſts, reſtraints, and detainments of all kings, princes, and people, of what nation, condition, and quality ſoever, barratry of the maſter and mariners, and of all other perils, loſſes, and misfortunes that had or ſhould come to the hurt, detriment, or damage of the ſaid goods and merchandizes, and ſhip or veſſel, &c. or any part thereof, and in caſe of any loſs or misfortune it ſhould be lawful to the aſſureds, their factors, ſervants, and aſſigns, to ſue, labour, and travel, for, in, and about the defence, ſafeguard, and recovery of the ſaid goods and merchandizes, and ſhip or veſſel, &c. or any part thereof, without prejudice to that aſſurance, to the charges whereof the ſaid London Aſſurance would contribute, according to the rate and quantity of the ſum therein aſſured, and it was agreed that that writing or policy of aſſurance ſhould be of as much force and effect as the ſureſt writing or policy of aſſurance theretofore made in Lombard-ſtreet, or in the Royal Exchange, or elſewhere in London; and ſo the ſaid London Aſſurance were contented, and did thereby promiſe and bind themſelves and their ſucceſſors to the aſſureds, their executors, adminiſtrators, and aſſigns, for the due performance of the premiſes, confeſſing themſelves paid the conſideration due unto them for that aſſurance by the aſſureds, at and after the rate of two pounds *per cent.* and in caſe of loſs to abate pounds *per cent.* in witneſs whereof the ſaid London Aſſurance had cauſed their common ſeal to be thereunto affixed, and the ſum and ſums by them aſſured to be therein underwritten, under which ſaid deed or policy of aſſurance a certain memorandum was then there written, whereby the ſaid governor and company declared the ſaid policy to be free from average on corn, fiſh, ſalt, and ſeeds, except general, free from average on ſugar, rum, hides, ſkins, hemp, flax, and tobacco, under five pounds *per cent.* and on all other goods and ſhips under three pounds *per cent.* except general; and alſo a certain other memorandum was then and there written, whereby the ſaid governor and company declared themſelves to be content with that aſſurance for fourteen hundred pounds on the whole ſhip valued at that ſum, as by the ſaid deed or policy of aſſurance and memorandum ſo made as aforeſaid more fully appears; and thereupon the ſaid governor and company became inſurers to the ſaid Jacob Mendes for the ſaid ſum of fourteen hundred pounds in the ſaid deed or policy of aſſurance mentioned: And the ſaid Jacob Mendes further ſays, that the ſaid Solomon Iſrael, at the time of the making of the ſaid deed or policy, and at the time of the loſs hereinafter mentioned, was intereſted in the ſaid ſhip in the ſaid deed or policy mentioned to a large value, that is to ſay, to the value of all the monies inſured thereon by virtue of the ſaid deed or policy, and that the ſaid inſurance ſo

2d Count, for money had and received in debt.

made as aforeſaid was made for and on the account and for the uſe and benefit of the ſaid Solomon Iſrael, to wit, at London aforeſaid, in the pariſh and ward aforeſaid: And the ſaid Jacob Mendes further ſays, that afterwards, to wit, on the ſaid ſecond day of September, in the year of Our Lord 1788, the ſaid ſhip was in ſafety, to wit, at London, aforeſaid in the pariſh and ward aforeſaid, and that afterwards, to wit, on the ſixth day February, in the year of Our Lord 1789, *the ſaid ſhip departed* and ſet ſail from London aforeſaid, on her ſaid intended voyage towards Gibraltar and Marſeilles in the ſaid deed or policy mentioned, and that afterwards, *and whilſt the ſaid ſhip was ſailing* and proceeding on her ſaid intended voyage, and before her arrival at Marſeilles aforeſaid, to wit, on the ſeventeenth day of March, in the year laſt aforeſaid, the ſaid ſhip on the high ſeas was, *by and through the mere danger of the ſeas, and the force and violence of the winds and waves, and by means of ſtormy and tempeſtuous weather, greatly damaged, opened in the ſeams and between the planks, broken, ſhattered, bulged, and thereby became of little or no value to the ſaid Solomon Iſrael*, of all which ſaid premiſes the ſaid governor and company afterwards, to wit, on the firſt day of May, in the year laſt aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, there had notice; by reaſon whereof an action hath accrued to the ſaid Jacob Mendes to demand and have of and from the ſaid governor and company the ſaid fourteen hundred pounds ſo inſured as aforeſaid, parcel of the ſaid four thouſand and two hundred pounds above demanded: And whereas alſo the ſaid governor and company afterwards, to wit, on the ſame day and year laſt aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, were indebted to the ſaid Jacob Mendes in the further ſum of one thouſand four hundred pounds of lawful money of Great Britain, *for ſo much money by the ſaid governor and company before that time had and received to and for the uſe of the ſaid Jacob Mendes:* And whereas alſo the governor and company afterwards, to wit, on the day and year laſt aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, were indebted to the ſaid Jacob Mendes in the further ſum one thouſand and four hundred pounds of like lawful money, for ſo much money by the ſaid Jacob Mendes before that time *paid, laid out, and expended* for the ſaid governor and company, and at their ſpecial inſtance and requeſt: Yet the ſaid governor and company, although often requeſted, have not paid the ſaid four thouſand and two hundred pounds or any part thereof to the ſaid Jacob Mendes, but to pay the ſame or any part thereof to the ſaid Jacob Mendes, the ſaid governor and company have hitherto altogether refuſed and ſtill do refuſe; whereupon the ſaid Jacob Mendes ſaith he is injured and hath ſuſtained damage to the value of twenty pounds; and therefore he brings ſuit, &c. Pledges, &c.

4d Count, money paid.

THE

THE GOVERNOR AND COMPANY OF THE LONDON ASSURANCE *at ſuit of* DA COSTA. } To wit. And the ſaid governor and company of the London Aſſurance, by A. B. their attorney, come and defend the wrong and injury, when, &c. and ſay, that they do not owe the ſaid Jacob Mendes the ſaid four thouſand two hundred pounds in the ſaid declaration mentioned above demanded or any part thereof, in manner and form as the ſaid Jacob Mendes has above thereof complained againſt them; and of this they put themſelves upon the country, &c.

Plea, *nil debet.*

It is determined in the caſe of Warren v. Conſett, 2. Ld. Raym. 1500. and 2. Str. 778. that in order to aſcertain the proper plea to an action of debt upon a ſealed inſtrument, it is neceſſary to conſider whether the action is founded wholly upon the *deed* itſelf, or ſubſiſts initially; and in truth upon ſome *matter of fact*, that is no otherwiſe dependant upon the deed than as its intended force and effect upon the contracting parties is defined and regulated by it. In the latter caſe the defendant is allowed either wholly to *deny* the deed, or to *confeſs and avoid* it, or, under the general plea of *nil debet*, to *deny all the facts* contained in the plaintiff's declaration, and thereby to put him upon proof of all; becauſe the deed then is only ſtated as inducement or explanatory of the facts that conſtitute the plaintiff's cauſe of action, and in that caſe becomes itſelf a component *fact*; but in the former caſe (as ſuppoſe a bond where the deed *acknowledges a debt*, or *debt for a penalty in a deed* for not performing an agreement, which the caſe of Warren and Conſett was) the defendant can only *deny the deed*, or *confeſs and avoid it merely*; for as the *deed creates the debt*, the plaintiff has only to ſhew it to be in force to maintain his action upon it; and if the defendant will diſcharge himſelf from it, he muſt either impeach its validity, or ſhew a performance of it.

When *nil debet* may be pleaded to an action of debt on an inſtrument, and when the defendant muſt deny the deed or plead ſpecially in avoidance of it.

I incline to think a contract of indemnity, the declaration being in debt, a caſe within the latter branch of the rule in which the defendant may plead *nil debet*, and put the plaintiff upon proof of all the facts of his caſe, and have therefore drawn ſuch plea. But ſince writing the above I find the ſtat. of 11. Geo. 1. c. 30. ſ. 43. expreſsly gives ſuch plea in this caſe, and puts the matter out of all diſpute.

T. BARROW.

ON INDENTURES.

Trinity Term, 12. Geo. III.

BARGRAVE *at ſuit of* RHUDDE. } AND the ſaid Robert, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſaith *actio non*; becauſe he ſaith, that the ſaid David heretofore, that is to ſay, in Hilary term, in the twelfth year of the reign of, &c. impleaded the ſaid Robert in his majeſty's court, before ſir William De Grey, knight, and his brethren, then his majeſty's juſtices of the bench at Weſtminſter, in the county of Middleſex, in a certain plea of debt on demand for ten pounds of and upon the very ſame identical indenture mentioned

Plea of judgment recovered in C. B. to an action of debt on an indenture for non-payment of money.

ed in the ſaid declaration, and being for the very ſame identical ſum of ten pounds above demanded, and ſuch proceedings were thereupon had in the ſaid court of our lord the king of the bench in that plea that the ſaid David afterwards, to wit, in that very ſame Hilary term, in the twelfth year aforeſaid, by the conſideration and judgment of that court, recovered againſt the ſaid Robert his ſaid debt, and alſo forty ſhillings, which in and by the ſaid court of our lord the king of the bench in that plea were adjudged to him the ſaid David for his damages which he had ſuſtained, as well on occaſion of the detaining of the ſaid debt as for his coſts and charges by him laid out about his ſuit in that behalf, whereof the ſaid Robert was convicted, as by the record and proceedings thereof ſtill remaining in the ſaid court of our ſaid lord the king of the bench at Weſtminſter, reference being thereto had, may more fully and at large appear, which ſaid judgment ſtill remains in full force, ſtrength, and effect, not in the leaſt reverſed or made void; and this he the ſaid Robert is ready to verify by the ſaid record; wherefore, &c. if, &c.

Michaelmas Term, 25. Geo. III.

Declaration in debt againſt defendant and his wife, for not paying plaintiff an annuity which was left him by one E. M. who had deviſed lands to defendant's wife, and had made her ſole executrix of his will before her marriage with defendant, and out of which lands the annuity was to be paid, &c.

NORTHAMPTONSHIRE, to wit. James Swinfew and Elizabeth his wife, were ſummoned to anſwer John Matcham Coleman in a plea that they render to him twenty-four pounds of, &c. which they owe to and unjuſtly detain from him, and thereupon the ſaid plaintiff, by A. B. his attorney, complains, that whereas one E. M. now deceaſed, in her lifetime, to wit, on, &c. and at the time of her deceaſe hereinafter mentioned, was ſeiſed in her demeſne as of fee of and in divers meſſuages, lands, and tenements, with the appurtenances, hereafter mentioned to have been deviſed by her to the ſaid Elizabeth Swinfew, by her then name and deſcription of Elizabeth Coleman, the then wife of Thomas Coleman, ſince deceaſed, to wit, at, &c. in, &c. and being ſo ſeiſed ſhe the ſaid E. M. in her lifetime, to wit, on, &c. at, &c. duly made her laſt will and teſtament in writing, bearing date the day and year aforeſaid, and thereby, amongſt other things, gave, deviſed, and bequeathed unto the ſaid plaintiff, for and during the time of the natural life of the ſaid Elizabeth the now wife of the ſaid James, then E. C. the wife of T. C. ſince deceaſed, a certain annuity of twenty pounds of lawful money of Great Britain, to be iſſuing and payable out of the ſaid meſſuages, lands, and tenements, with the appurtenances, and to be paid to the ſaid plaintiff by the ſaid Elizabeth for and during the term of her natural life, by two half yearly payments, that is to ſay, on, &c. the firſt payment thereof to begin and be made upon ſuch of the ſaid feaſts as ſhould firſt happen after the deceaſe of her the ſaid E. M.; and alſo that the ſaid E. M. did in and by her ſaid laſt will and teſtament, give, deviſe, and bequeath the ſaid meſſuages, lands, and tene-

tenements, with the appurtenances, of her the ſaid E. M. by the name and deſcription of all her real eſtate lying and being at, &c. in, &c. unto the ſaid Elizabeth, the now wife of the ſaid James, by her then name of Elizabeth, wife of Thomas Coleman, and her aſſigns, to hold the ſame for the term of her natural life, ſhe and they paying thereout unto the ſaid defendant the yearly ſum of twenty pounds of lawful money, by two half-yearly payments, that is to ſay, on, &c. the firſt payment thereof to begin and be made upon ſuch of the ſaid feaſts as ſhould firſt and next happen after her the ſaid E. M.'s deceaſe; and the ſaid E. M. then and there nominated and appointed the ſaid Elizabeth, the now wife of the ſaid James, then wife of the ſaid T. C. ſince deceaſed, ſole executrix of the ſaid will, as by the ſaid will, reference being thereunto had, will, amongſt other things, more fully appear: And the ſaid plaintiff in fact ſays, that afterwards, to wit, on, &c. the ſaid E. M. died ſo ſeiſed as aforeſaid, without altering or revoking her ſaid will, after whoſe death, and after the death of the ſaid T. C. deceaſed, to wit, on, &c. the ſaid Elizabeth, the now wife of the ſaid James, then widow of the ſaid T. C. her late huſband, then lately deceaſed, the ſaid executrix named in the ſaid laſt will and teſtament of the ſaid E. M. deceaſed, duly proved the ſaid will and took upon herſelf the burthen of the execution thereof, and aſſented to the aforeſaid deviſes and bequeſts reſpectively, to wit, at, &c. by virtue whereof the ſaid Elizabeth, the now wife of the ſaid James, then widow of the ſaid T. C. afterwards, to wit, on, &c. at, &c. became and was ſeiſed in her demeſne as of freehold, that is to ſay, for and during the term of her natural life of and in the ſaid meſſuages, lands, and tenements, with the appurtenances, ſo deviſed and taken as aforeſaid, and out of which the ſaid annuity, ſo deviſed and bequeathed to the ſaid plaintiff, was to iſſue and be paid as aforeſaid; and the ſaid plaintiff alſo then and there became entitled to the ſaid annuity ſo deviſed to him as aforeſaid: And the ſaid J. M. in fact further ſays, that the the ſaid Elizabeth, the now wife of the ſaid James, then widow of the ſaid T. C. deceaſed, being ſo ſeiſed as aforeſaid, and the ſaid plaintiff being ſo entitled to the ſaid annuity as aforeſaid, afterwards, to wit, on, &c. at, &c. took to huſband and intermarried with him the ſaid James, and thereupon the ſaid James and Elizabeth his wife, late E. C. became and were and ſtill are ſeiſed in right of the ſaid Elizabeth in their demeſne as of freehold, that is to ſay, for and during the term of the natural life of her the ſaid Elizabeth, of and in the ſaid meſſuages, lands, and tenements, with the appurtenances, ſo deviſed to her as aforeſaid, and out of which the ſaid annuity, ſo bequeathed and deviſed to the ſaid plaintiff, was to iſſue and be paid as aforeſaid, to wit, at, &c.: And the ſaid J. M. in fact further ſays, that after the ſaid James and Elizabeth his wife, late E. C. became and were ſo ſeiſed in right of the ſaid Elizabeth of and in the ſaid meſſuages, lands, and tenements, with the appurtenances, ſo deviſed to her the ſaid E. C. as aforeſaid, and out of which the aforeſaid annuity, deviſed to the ſaid plaintiff as aforeſaid,

ſaid, was to iſſue and be paid as aforeſaid, they the ſaid James and Elizabeth his wife continued ſo ſeiſed until and at the time of the exhibiting of the bill of the ſaid plaintiff, and during all that time were pernors and in the receipt and perception of the rents, iſſues, and profits thereof, and had received ſufficient to pay, ſatisfy, and diſcharge the aforeſaid annuity or yearly ſum of twenty pounds ſo deviſed and bequeathed to the ſaid J. M. as aforeſaid, and payable to him from the ſaid James and Elizabeth his wife, in right of the ſaid Elizabeth as aforeſaid; but the ſaid plaintiff in fact further ſaith, that afterwards, to wit, on, &c. being the feaſt of, &c. in that year, twenty-four pounds eighteen ſhillings and five pence of the ſaid annuity of twenty pounds of lawful, &c. for one year and the half of another year ending on that day in the year laſt aforeſaid, five pounds one ſhilling and ſevenpence, on account of the ſaid annuity, making together thirty pounds of the ſaid annuity for and during the ſaid one year and the half of another year, having been paid and ſatisfied to the ſaid J. M. and which ſum of five pounds one ſhilling and ſevenpence the ſaid J. M. hereby acknowledges to have received of and from the ſaid James and Elizabeth his wife, in the ſaid one year and the half of another year, became due and payable from the ſaid James and Elizabeth his wife, as ſuch pernors of the profits of the aforeſaid deviſed premiſes, with the appurtenances, to him the ſaid plaintiff, and which ſaid ſum of twenty-four pounds eighteen ſhillings and fivepence ſtill are in arrear and unpaid to him the ſaid plaintiff, to wit, at, &c.; whereby an action hath accrued to the ſaid plaintiff to demand and have of and from the ſaid James and Elizabeth his wife the ſaid ſum of twenty-four pounds eighteen ſhillings and fivepence of lawful money of Great Britain; yet, &c. &c. [Common concluſion in debt.]

Drawn by MR. CROMPTON.

Declaration for the arrears of an annuity, &c. &c.

SURRY, to wit. Robert Middleton complains of James Forth, being, &c. in a plea that he render to him the ſaid R. thirty-ſeven pounds ten ſhillings of lawful, &c. which he the ſaid J. owes to and unjuſtly detains from him; for that whereas before and at the time of making the ſaid indenture hereafter mentioned, one J. B. deceaſed, was ſeiſed in his demeſne as of fee of and in the ſeveral premiſes thereby granted and conveyed, with the appurtenances, and being ſo thereof ſeiſed by a certain indenture made the, &c. between the ſaid John B. of the firſt part, one R. J. and Mary, one of the daughters of the ſaid R. J. of the ſecond part, one W. S. and M. B. of the third part, and one J. M. of the fourth part (one part of which ſaid indenture, ſealed with the reſpective ſeals of the ſaid J. B. R. J. M. J. W. S. and J. M. the ſaid Robert now brings into court here, the date whereof is the day and year aforeſaid); reciting that whereas a marriage was intended to be had and ſolemnized between the ſaid J. B. and M. J. he the ſaid J. B. in conſideration of the ſaid intended marriage, and in conſideration of other the premiſes in the ſaid indenture in that reſpect mentioned, did

did grant, bargain, ſell, alien, remiſe, confirm, and for ever quit claim unto the ſaid W. S. and M. B. all that meſſuage, lands, &c. all which ſaid meſſuage, lands, &c. lie together, or near together, and are ſituate, lying, and being in the parith of, &c. and were then in the tenure or occupation of the ſaid J. B. his aſſigns, or undertenants, and abutting on, &c. &c. of land belonging to the ſaid J. B. and bounded out by poſts. &c. and then in the occupation of the ſaid J. B. or his aſſigns, and alſo four ponds in the occupation of the ſaid J. B. or his aſſigns, lying and being in the ſaid lands in the occupation of the ſaid J. B. and all outhouſes, &c. whatſoever to the ſaid meſſuage or tenement, lands, &c. belonging or appertaining, and all the eſtate, right, title, intereſt, uſe, truſt, inheritance, property, claim, and demand of him the ſaid J. B. his heirs, or aſſigns, of, in, or to the ſaid premiſes, and all charters, deeds, evidences, and writings touching or concerning the ſaid premiſes or any part thereof, to hold the ſaid meſſuage, &c. with the appurtenances unto the ſaid W. S. and M. B. their heirs, and aſſigns for ever, to and for the ſeveral uſes, intents, and purpoſes in the ſaid indenture hereinafter mentioned concerning the ſame, that is to ſay, to the uſe and behoof of the ſaid J. B. and his heirs, until the ſaid intended marriage ſhould be had and ſolemnized, and from and after the ſolemnization of the ſaid intended marriage to the uſe and behoof of the ſaid J. B. and his aſſigns, for and during the term of his natural life without impeachment of waſte, and from and after his deceaſe, in caſe the ſaid intended marriage ſhould take effect, and the ſaid M. J. ſhould ſurvive and out live the ſaid J. B. then to this intent and purpoſe, that it ſhould and might be lawful to and for the ſaid M. J. the intended wife of the ſaid J. B. and her aſſigns, to have, receive, and take out of the rents, iſſues, and profits of the ſaid meſſuage or tenement, farm lands, and premiſes, one annuity, yearly rent, or ſum of fifty pounds of lawful, &c. clear of all deductions, taxes, or other payments whatſoever, for and during the term of her natural life, to be paid by quarterly payments, on the four moſt uſual feaſts or days of payment in the year, to wit, the feaſt of, &c. by even and equal portions, the firſt payment to begin and be made on ſuch of the ſaid feaſt-days as ſhould next happen after the deceaſe of the ſaid J. B. and if it ſhould happen that the ſaid annuity or yearly rent of fifty pounds or any part thereof ſhould at any time be behind or unpaid by the ſpace of ten days over on which as aforeſaid the ſame ought to be paid, then from time to time as often as the ſame ſhould be ſo in arrear, it ſhall and might be lawful to and for the ſaid M. J. and her aſſigns, into and upon the ſaid meſſuage, lands, and premiſes, or into any part or parcel thereof to enter and diſtrain, and the diſtreſs and diſtreſſes there found and made to impound and keep until the ſaid annuity or yearly rent, with all arrears, charges, and damages, ſhould be lawfully paid and ſatisfied, as by the ſaid indenture, reference being thereto had, will, amongſt other things, more fully and at large appear: And the ſaid Robert in fact ſays, that after the making of the ſaid indenture, the ſaid intended marriage

between the said J. B. and the said M. J. took effect, and was duly had and solemnized; and that the said J. B. afterwards died seised (that is to say, in his demesne as of fee) of and in the said several premises, with the appurtenances so charged as aforesaid, leaving issue one daughter, his only child, to wit, at, &c.; and that the said M. J. there survived him the said J. B.; and that upon the death of the said J. B. the said several premises, with the appurtenances charged as aforesaid, became and was vested in the said A. B. daughter and heiress of the said J. B. whereby she became and was seised of the said several premises, with the appurtenances so charged as aforesaid, in her demesne as of fee, and being so seised, she intermarried and took to husband the said James, who thereupon in right of his said wife became and was, and from thence hitherto hath been and still is tenant of the demesne, and in the reception of the rents and profits of the said several premises so charged as aforesaid, and during all that time until the death of the said Mary, the daughter of his said wife, was liable to the payment of the said yearly rent or sum of fifty pounds so charged upon the said premises as aforesaid, to wit, at, &c.: And the said Robert in fact further says, that afterwards, and whilst the said James was such tenant of the demesne, and in the reception of the rents and profits of the said several premises, with the appurtenances so charged as aforesaid, and liable to the payment of the said yearly rent or sum of fifty pounds as aforesaid, to wit, on, &c. the said Mary intermarried with and took to husband the said Robert; whereby the said Robert and Mary, in right of the said Mary, then and there became and were seised in their demesne as of freehold, that is to say, for the term of the natural life of the said Mary, of and in the said yearly rent or sum of fifty pounds hereinbefore mentioned, and so remained and continued from thence until and upon the sixth day of, &c. when the said Mary died: And the said Robert in fact further says, that in the lifetime of the said Mary his wife, and whilst they the said Robert and Mary were so seised of the said yearly rent or sum of fifty pounds, and whilst the said James was tenant of the demesne, and in reception of the rents and profits of the said several premises, with the appurtenances, so charged as aforesaid, to wit, on, &c. large arrears of money, to wit, the sum of thirty-seven pounds of the said yearly rent or sum of fifty pounds, for three quarters of a year, ended on the day and year last mentioned, became due and payable from the said James to the said Robert, under and by virtue of the said indenture hereinbefore mentioned, to wit, at, &c. of all which said several premises the said James afterwards, to wit, on, &c. had notice: And the said sum of thirty-seven pounds and every part thereof still remains due and in arrear from the said James to the said Robert; whereby an action hath accrued to the said Robert to demand and have of and from the said James the said thirty-seven pounds above demanded.

Plea in abatement.

And the said James, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and prays judgment of the bill aforesaid

aforesaid, because he says, that the said J. B. at the time of his death left issue him surviving two daughters, namely, A. B. the now wife of him the said James and A. C. the now wife of G. K. of, &c. in, &c. and that upon the death of the said J. B. the premises, charged with the said annuity or rent in the said declaration mentioned, descended and came to the said Mary, the now wife of him the said James, and to the said A. C. the now wife of the said G. K. as daughters and coheirs of the said J. B. and that the said A. C. the now wife of the said G. K. is still alive; and this the said James is ready to verify; wherefore inasmuch as the said A. C. the now wife of the said G. K. is not named in the said bill of the said Robert, the said James prays judgment of the said bill, and that the same may be quashed, &c.

that the premises descended to defendant's wife and A. C. &c. co heiresses, who is not named.

ON LEASES.

LONDON, to wit. James Lewis Deforneaux complains of Leonard Lefevre, being, &c. of a plea that he render to the said James thirty-seven pounds of lawful money of Great Britain, which he owes to and unjustly detains from him; for that whereas by a certain indenture of lease made the second day of, &c. to wit, at London aforesaid, in the parish of, &c. (the counterpart of which said indenture of lease, sealed with the seal of the said Leonard, the said James now brings into court here, the date whereof is the day and year aforesaid) between the said James, by his name and addition therein mentioned, of the one part, and the said Leonard, by his name and addition therein also mentioned, of the other part; the said James for the considerations therein mentioned, did demise, lease, and to farm let unto the said Leonard, all that messuage or tenement called or known by the name of, &c. with the yard, garden, and appurtenances thereto belonging, situate, lying, and being in, &c. in the parish of, &c. and then or late in the tenure or occupation of S. S. and also all that piece of land near Green-gate, in Plaistow aforesaid, containing three quarters of an acre, then late in the possession of M. W. and then in the occupation of R. R. together with all the ways, &c. &c. and appurtenances whatsoever to the said messuage or tenement, land, or premises belonging or in any wise appertaining; to have and to hold the said messuage or tenement, land, and all and singular other the premises thereby demised, with their and every of their appurtenances unto the said Leonard, his executors, administrators, and assigns, from the twenty-fifth day of March then last past, for and during and unto the full end and term of sixteen years from then next ensuing, and fully to be complete and ended, yielding and paying therefore yearly and every year during the said term unto the said James, his executors, administrators, or assigns, the rent or sum of twenty-five pounds of lawful money of Great Britain, on the four most usual feasts, or quarter days of payment of rent in the year, that is to say, &c. &c. as by the said indenture

Declaration in debt for a year and a half's rent.

of leaſe, reference being thereto had, will, amongſt other things, more fully and at large appear; by virtue of which ſaid demiſe, he the ſaid Leonard afterwards, to wit, on, &c. entered into all and ſingular the ſaid demiſed premiſes, with the appurtenances, and became and was and ſtill is thereof poſſeſſed for the ſaid term ſo to him thereof demiſed as aforeſaid: And the ſaid James in fact ſays, that twenty-five pounds of the aforeſaid yearly rent or ſum of twenty-five pounds for one year of the ſaid term, ending and ended on, &c. to wit, at, &c. became due and owing from the ſaid Leonard to the ſaid James, and ſtill are in arrear and unpaid to him the ſaid James, to wit, at, &c. whereby an action hath accrued to the ſaid James to demand and have of and from the ſaid Leonard the ſaid ſum of twenty-five pounds, parcel of the ſaid ſum of thirty-ſeven pounds above demanded: And whereas the ſaid James heretofore, to wit, on, &c. at, &c. demiſed to the ſaid Leonard a certain barn or yard, with the appurtenances, ſituate, ſtanding, and being at, &c. in, &c. to hold the ſame, with the appurtenances, unto him the ſaid Leonard for *and during and unto the full end and term of one whole year from thence next enſuing, and fully to be complete and ended, and ſo from year to year for ſo long time as it ſhould pleaſe them the ſaid James and Leonard*, at and under a certain yearly rent, to wit, the yearly rent or ſum of ſix pounds, to be therefore paid by the ſaid Leonard to the ſaid James by four equal quarterly payments, on the days and times following, to wit, the twenty-fifth day of, &c. &c. in each and every year of ſuch demiſe, by virtue of which ſaid laſt-mentioned demiſe, he the ſaid Leonard after the making thereof to wit, on, &c. entered the ſaid laſt-mentioned demiſed premiſes, with the appurtenances, and became and was and ſtill is thereof poſſeſſed under and by virtue of the aforeſaid demiſe: And the ſaid James in fact ſays, that ſix pounds of the ſaid laſt-mentioned rent or ſum of ſix pounds for one year of the ſaid laſt-mentioned demiſe, ending and ended on the twenty-fifth day of, &c. to wit, at, &c. became due and owing from the ſaid Leonard to the ſaid James, and ſtill are in arrear and unpaid to him the ſaid James, to wit, at, &c. whereby an action hath, &c. &c.: And whereas, &c. &c. [this Count exactly like the laſt, only omitting what is in Italics, and inſerting in lieu thereof what is in the margin]; yet, &c. &c.

V. LAWES.

2d Count, for ſo long a time as they the ſaid James and Leonard ſhould pleaſe.

Hilary Term, 20. Geo. III.

1ſt Plea, *nil debet.*

And the ſaid Leonard, by J. W. his attorney, comes and defends the wrong and injury, when, &c. and ſaith, that he doth not owe to the ſaid James the ſaid thirty-ſeven pounds above demanded or any part thereof, in manner and form as by the ſaid declaration is above ſuppoſed, and of this he puts himſelf upon the country, &c.: And for further plea in this behalf as to the ſum of ſix pounds in the ſecond Count of the ſaid declaration mentioned, the ſaid Leonard, by leave of, &c. according, &c. ſays *actio non*;

2d Plea, that plaintiff had nothing in the premiſes whereof he could make a demiſe.

non; becauſe he ſays, that the ſaid James, at the time of the ſaid ſuppoſed demiſe in that Count mentioned to have been made, had nothing in the tenements aforeſaid ſo as above in that Count ſuppoſed to have been demiſed, whereof he could make that demiſe; and this, &c.; wherefore, &c. if, &c.: And for further plea in this behalf as to the ſaid ſum of ſix pounds in the ſecond Count of the ſaid declaration mentioned, the ſaid Leonard, by like leave of, &c. ſays *actio non*; becauſe he ſays, that the ſaid James did not demiſe to the ſaid Leonard the ſaid tenements, with the appurtenances, in the ſaid ſecond Count in the ſaid declaration mentioned to have been demiſed, in manner and form as the ſaid James hath in and by the ſame Count in the ſaid declaration in that behalf above alledged; and of this the ſaid Leonard puts himſelf upon the country, &c.: And for further plea in this behalf as to the ſaid ſix pounds in the laſt Count of the ſaid declaration mentioned, the ſaid Leonard, by like leave of, &c. ſays *actio non*; becauſe he ſays, that the ſaid James, at the time of the ſaid ſuppoſed demiſe in the ſaid Count mentioned to have been made, had nothing in the tenement aforeſaid ſo as above in that Count ſuppoſed to have been demiſed, whereof he could make that demiſe; and this, &c.; wherefore, &c. if, &c.: And for further plea in this behalf as to the ſaid ſum of ſix pounds in the ſaid laſt Count of the ſaid declaration mentioned, the ſaid Leonard, by like leave of, &c. ſays *actio non*; becauſe he ſays, that the ſaid Leonard did not demiſe to the ſaid Leonard the ſaid tenements, with the appurtenances, in the ſaid laſt Count of the ſaid declaration mentioned to have been demiſed, in manner and form as the ſaid James hath in and by the ſaid Count of the ſaid declaration in that behalf alledged; and of this he the ſaid Leonard puts himſelf upon the country, &c.: And for further plea in this behalf, the ſaid Leonard, by like leave of, &c. ſays *actio non*; becauſe he ſays, that the ſaid James, at the time of the exhibiting of the bill of the ſaid James in this behalf, and before that time, was and ſtill is indebted to the ſaid Leonard in more money than the ſaid Leonard owes to the ſaid James on the ſaid ſeveral demiſes in the ſaid declaration mentioned, that is to ſay, in the ſum of forty pounds of lawful money of Great Britain, for the uſe, occupation, and enjoyment of a certain barn and yard, and divers other tenements of the ſaid Leonard, with the appurtenances, ſituate, ſtanding, and being at, &c. in, &c. by the ſaid James, at his ſpecial inſtance and requeſt, by the permiſſion of the ſaid Leonard for a long ſpace of time, to wit, for the ſpace of five years before that time uſed, occupied, had, and enjoyed, and alſo in the further ſum of forty pounds of like lawful money, for ſo much money before that time had and received by the ſaid James to and for the uſe of the ſaid Leonard; and alſo in the further ſum of forty pounds of like lawful money, for ſo much money before that time paid, laid out, and expended by the ſaid Leonard to and for the uſe of the ſaid James, at his like ſpecial inſtance and requeſt, which ſaid ſeveral ſums of money ſtill remain, and

3d Plea, that plaintiff did not demiſe.

4th Plea ſame as ſecond.

5th Plea ſame as third.

6th, a plea of ſet-off.

* For uſe and occupation.

are wholly due, owing, and unpaid from the ſaid James to the ſaid Leonard, to wit, at, &c. to much of which ſaid ſeveral ſums of money ſo due and owing to the ſaid Leonard as aforeſaid, as will be ſufficient to ſatisfy the ſaid James the money ſuppoſed to be due to the ſaid James for the cauſes of action in the ſaid declaration mentioned, the ſaid Leonard will deduct and ſet-off according to the form of the ſtatute in ſuch caſe made and provided; and this, &c.; wherefore, &c. if, &c. G. S. HOLROYD.

Replication and demurrer to the laſt plea.

And as to the ſaid plea of the ſaid Leonard by him firſt above pleaded in bar, and whereof the ſaid Leonard hath above put himſelf upon the country, he the ſaid James doth the like, &c.; and as to the ſaid plea of the ſaid Leonard by him ſecondly above pleaded in bar as to the ſum of ſix pounds in the ſecond Count of the ſaid declaration mentioned, he the ſaid James ſays, that the ſaid plea ſecondly above pleaded and the matters therein contained, in manner and form as the ſame are above pleaded and ſet forth, are not ſufficient in law to bar the ſaid James from having and maintaining his ſaid action againſt the ſaid Leonard as to the ſaid ſum of ſix pounds in the introduction to that plea mentioned, to which ſaid plea, in manner and form as the ſame is above pleaded and ſet forth, he the ſaid James is not under any neceſſity, nor in anywiſe bound by the law of the land to anſwer; and this he is ready to verify; wherefore for want of a ſufficient plea in this behalf the ſaid James prays judgment and his ſaid debt in the introduction to that plea mentioned, together with his damage by him ſuſtained on occaſion of the detention thereof, to be adjudged to him; and as to the ſaid plea of the ſaid Leonard by him thirdly above pleaded in bar to the ſum of ſix pounds in the ſecond Count of the ſaid declaration mentioned, and whereof the ſaid Leonard hath put himſelf upon the country, he the ſaid James doth the like, &c.; and as to the ſaid plea of the ſaid Leonard by him fourthly above pleaded in bar as to the ſaid ſix pounds in the laſt Count of the ſaid declaration mentioned, he the ſaid James ſays, that the ſaid plea ſo fourthly above pleaded and the matters therein contained, in manner and form as the ſame are above pleaded and ſet forth, are not ſufficient in law to bar the ſaid James from having and maintaining his ſaid action againſt him the ſaid James, as to the ſaid ſum of ſix pounds in the introduction to that plea mentioned, to which plea, in manner and form as the ſame is above pleaded and ſet forth, he the ſaid James is not under any neceſſity, nor in anywiſe bound by the law of the land to anſwer; and this, &c.; wherefore for want of, &c.: And as to the ſaid plea of the ſaid Leonard by him fifthly above pleaded in bar as to the ſum of ſix pounds in the laſt Count of the ſaid declaration mentioned, and whereof the ſaid Leonard hath put himſelf upon the country, he the ſaid James doth the like: And as to the ſaid plea of the ſaid Leonard by him laſtly above pleaded in bar, he the ſaid James ſays, that he ought not to be barred from having and maintaining his aforeſaid action thereof againſt him; becauſe he ſays, that he the ſaid James

was

was not nor is indebted to the ſaid Leonard in manner and form as the ſaid Leonard hath above in his ſaid laſt plea in that behalf alledged; and this he the ſaid James prays may be enquired of by the country.

V. LAWES.

Trinity Term. 25. Geo. III.

Declaration in debt for rent of premiſes demiſed by plaintiff to the defendant.

LONDON, to wit. John Bond complains of Joſeph Munday, being in the cuſtody of the marſhal of the marſhalſea of our ſovereign lord the king, before the king himſelf, of a plea that he render to the ſaid John the ſum of thirty-ſix pounds of good and lawful money of Great Britain, which he owes to and unjuſtly detains from him; for that whereas by a certain indenture of leaſe made at London aforeſaid, to wit, in the pariſh of St. Mary-le-Bow, in the ward of Cheap, on the firſt day of November, in the year of Our Lord 1780, between the ſaid John and Sarah his wife (by the names and additions of John Bond, of Crutched Friars, London, merchant, and Sarah his wife) of the one part, and the ſaid Joſeph (by the name and addition of Joſeph Munday, in the pariſh of Lambeth, in the county of Surry, wharfinger) of the other part (one part of which ſaid indenture of leaſe, ſealed with the ſeal of the ſaid Joſeph, the ſaid John brings here into court, bearing date the ſame day and year aforeſaid); they the ſaid John and Sarah his wife, for the conſiderations therein mentioned, did demiſe, leaſe, and to farm let unto the ſaid Joſeph all that piece or parcel of ground called Thorp Field, containing by eſtimation eight acres and eight perches, were the ſame more or leſs, then divided into two parts by the foot-path leading from South Lambeth to Clapham, and bounding towards north on a croſs lane leading from Stockwell Common into the road from London to Kingſton, on the weſt towards the ſaid Kingſton road, only eaſt on a back lane leading from Stockwell Common to Clapham, and on the ſouth on lands of Sir Joſeph Mawbey, bart. and all ways, paths, paſſages, waters, water-courſes, hedges, ditches, fences, and appurtenances to the ſaid piece of ground belonging, and therewith, or with any part thereof held or enjoyed, which ſaid piece of ground and premiſes are ſituate, lying, and being in the pariſh of St. Mary, Lambeth, in the county of Surry aforeſaid, and were then late in the tenure or occupation of John Barrenger, and then were in the tenure or occupation of the ſaid Joſeph (except as therein is excepted), to have and to hold the ſaid piece or parcel of ground and premiſes thereby demiſed, with the appurtenances, unto the ſaid Joſeph his executors, adminiſtrators, and aſſigns, from the feaſt-day of St. Michael the Archangel then laſt paſt, for and during, and unto the full end and term of twenty-one years from thence next enſuing, and fully to be complete and ended, yielding and paying therefore yearly and every year, during the ſaid term of twenty-one years, unto the ſaid John and his aſſigns, and after his deceaſe unto the ſaid Sarah his

wife and her aſſigns, during all ſuch part of the ſaid term as they the ſaid John and Sarah his wife, or the ſurvivor of them, ſhould live, and to ſuch other perſon or perſons as ſhould be entitled to the freehold and inheritance of the ſaid premiſes for the time being, after the reſpective deaths of the ſaid John Bond and Sarah his wife, the yearly rent or ſum of twenty-four pounds of lawful money of Great Britain, free and clear of and from all and all manner of taxes, deductions, and abatements whatſoever (the tax commonly called the land tax only deducted) at or upon the four moſt uſual feaſts or days of payment of rent in the year, that is to ſay, the twenty-fifth day of December, the twenty-fifth day of March, the twenty fourth day of June, and the twenty-ninth day of September in every year, by even and equal portions, the firſt payment thereof to begin and be made on the twenty-fifth day of December then next enſuing, as in and by the ſaid indenture of leaſe (relation being thereunto had) may, amongſt other things, more fully and at large appear; by virtue of which ſaid indenture of leaſe, and the demiſe thereby made, the ſaid Joſeph afterwards, to wit, on the ſame day and year aforeſaid, entered into the ſaid piece or parcel of ground and premiſes thereby demiſed, with the appurtenances, and was thereof poſſeſſed, and hath from thence hitherto held and enjoyed, and ſtill continues to hold and enjoy the ſame: And the ſaid John in fact further ſaith, that after the making of the ſaid indenture, to wit, on the twenty-fifth day of March, in the year of Our Lord 1785, a large ſum of money, to wit, the ſum of thirty-ſix pounds of the ſaid rent for one year and the half of another year of the ſaid term then elapſed, became due and owing, and from thence hitherto hath been, and ſtill is in arrear and unpaid from the ſaid Joſeph to the ſaid John, to wit, at London aforeſaid, in the pariſh and ward aforeſaid, whereby an action hath accrued to the ſaid John to demand and have of and from the ſaid Joſeph the ſaid ſum of thirty-ſix pounds above demanded; yet the ſaid Joſeph, although often requeſted, &c. hath not as yet paid the ſaid ſum of thirty-ſix pounds above demanded or any part thereof to the ſaid John, but to pay the ſame or any part thereof to the ſaid John, he the ſaid Joſeph hath hitherto wholly refuſed, and ſtill doth refuſe, to the damage of the ſaid John of twenty pounds; and therefore he brings ſuit, &c.

Drawn by Mr. TIDD.

Eaſter Term, 20. Geo. III.

Plea to an action of debt for rent, at the ſuit of executors of leſſors againſt leſſee, that defendant, in the lifetime of plaintiff's teſtators, aſſigned over the premiſes to a third perſon, who entered, and that plaintiff's teſtator accepted rent from ſuch aſſignee. Vide Str, p. 276. 3. Co. 24.-6. 1. Saund. 240.. 2. Saund. 305.

CRESWELL *at ſuit of* HUND, EXECUTRIX. } AND the ſaid Silvanus, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſaith *actio non*; becauſe he ſaith, that though true it is that by the ſaid indenture in the ſaid declaration mentioned, the ſaid J. H. in his lifetime did

demiſe

demiſe the ſaid ſeveral premiſes, with the appurtenances in the ſaid declaration mentioned (except as aforeſaid) to the ſaid Silvanus; and that he the ſaid Silvanus did, by virtue of the ſaid demiſe, enter into the ſame, and become poſſeſſed thereof, as the ſaid Bridget has in the ſaid declaration above alledged: Yet the ſaid Silvanus in fact ſaith, that after his entry into the ſaid premiſes, with the appurtenances, and whilſt he was poſſeſſed thereof under and by virtue of the ſaid demiſe, that is to ſay, in the lifetime of the ſaid J. H. to wit, on, &c. at, &c. he the ſaid Silvanus, by a certain *indenture of aſſignment* then and there made between him the ſaid Silvanus of the one part, and one W. C. of, &c. of the other part, for the conſiderations therein mentioned, aſſigned, transferred, and ſet over all the right, title, intereſt, term of years then to come and unexpired, intereſt, property, claim and demand whatſoever of him the ſaid Silvanus, of, in, and to the ſaid ſeveral demiſed premiſes, with the appurtenances (except as aforeſaid), to the ſaid W. C.; by virtue of which ſaid aſſignment the ſaid W. C. afterwards, to wit, on, &c. at, &c. entered into the ſaid premiſes, and became and was poſſeſſed thereof for the reſidue of the ſaid term then to come therein and unexpired, whereof the ſaid J. H. in his lifetime, that is to ſay, on, &c. had notice from the ſaid Silvanus: And the ſaid Silvanus further ſaith, that the ſaid J. H. in his lifetime, after the entry of the ſaid W. C. into the aforeſaid demiſed premiſes, with the appurtenances, under and by virtue of the aforeſaid aſſignment thereof, to wit, on, &c. did accept and receive of the ſaid *W. C.* one hundred and twelve pounds ten ſhillings of the rent aforeſaid, in form aforeſaid reſerved, and on that day in the year laſt aforeſaid, according to the reſervation aforeſaid, payable; and this, &c.; wherefore, &c. if, &c.

Qu. Whether by indenture of aſſignment or deed-poll.

T. WALKER.

It might be ſafer, perhaps, to ſtate the acceptance of rent from the aſſignee, as tenant of the land.

And as to the ſaid plea of the ſaid Silvanus by him above pleaded in bar, the ſaid Bridget ſays, that for any thing in the ſaid plea above alledged, ſhe ought not to be *precludi non*; becauſe proteſting that there never was any indenture of aſſignment of the ſaid demiſed premiſes between the ſaid Silvanus and W. C. in manner and form as in and the ſaid plea is above alledged; proteſting alſo that the ſaid W. C. never was poſſeſſed of the ſaid demiſed premiſes, in manner and form as in and by the ſaid plea is above alledged; for replication in this behalf the ſaid Bridget ſays, that the ſaid J. H. in his lifetime did not accept and receive of and from the ſaid W. C. the ſaid *one hundred and twelve pounds ten ſhillings (a)* of the rent aforeſaid, in manner and form as in and by the ſaid plea is above alledged; and this the ſaid Bridget prays may be enquired of by the country, &c.

Replication proteſting that there was no aſſignment, and that teſtator did not accept rent from aſſignee.

NASH GROSE.

(a) Qu. If this replication is not bad for making the quantum of the rent alledged by the plea to have been received, the main point of the iſſue, and thereby rendering the whole immaterial.

DEBT on RECORDS.

RECOGNIZANCES.

Of recognizance of bail in error in the exchequer chamber there were four bail bound in the recognizance, two at one time and place, and two at another time and place.

MIDDLESEX. The reverend David Davies, clerk, complains of George Birch and James Tite, being, &c. in a plea that they render to him eight hundred and thirty pounds of lawful money of Great Britain, which they owe to and unjustly detain from him; for that whereas heretofore, *to wit, on, &c. before Edward Willes, esquire, then and still being one of the justices of the court of our lord the king, before the king himself here, at his chambers situate in Serjeant's-inn, Chancery-lane, London, came one William Burden, and one David Evans, in their own proper persons, and by the several names and descriptions of, &c. according to the form of the statute in such case made and provided, acknowledged themselves, and each of them severally and acknowledge himself to owe to the said D. D. the sum of four hundred and fifteen pounds of lawful, &c. to be paid to the said D. D. his executors, or assigns, and unless they should so do, then they the said W. B. and D. E. did grant and agree, and each of them for himself did grant and agree that the said sum of four hundred and fifteen pounds of their and each of their lands and chattels should be made and levied to the use of the said D. D.: and afterwards*, to wit, on, &c. before *the said* Edward Willes, *sole one of the justices aforesaid*, at Westminster-hall, in the said county of Middlesex came the said G. B. and J. T. in their own persons, and by the several names and descriptions of, &c. according to the form of the statute in such case made and provided, acknowledged themselves, and each of them did severally acknowledge himself *together with the above named W. B. and D. E.* to owe to the said D. D. the said sum of four hundred and fifteen pounds of like lawful money, to be paid to the said D. D. his executors, or assigns, and unless they should so do, they the said G. B. and J. T. did grant and agree, and each of them for himself did grant and agree that the said sum of four hundred and fifteen pounds of their and each of their lands and chattels should be made and levied to the use of the said D. D. subject to and dependant nevertheless upon a certain condition to the said recognizance underwritten, and to the effect following; that whereas the said D. D. then lately in the said court of our said lord the king, before the king himself, at Westminster, by bill, and without the writ of our said lord the king, and by the judgment of the

Then and still being one of the justices of the court of our said lord the king, before the king himself.

the ſame court recovered againſt R. C. eſquire, two hundred and ſeven pounds ten ſhillings, for his damages which he had ſuſtained, as well by occaſion of the not performing certain promiſes and undertakings made by the ſaid R. C. to the ſaid D. D. as for his coſts and charges by him about his ſuit in that behalf expended, whereof the ſaid R. C. had been convicted, as appeared of record in the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter; and that whereas the ſaid R. C. had brought a writ of error upon the judgment aforeſaid returnable before the juſtices of our ſaid lord the king of the common bench, and the barons of the exchequer of the degree of the coif, in the exchequer chamber, on, &c. in the ſaid twenty-ſecond year of the reign of our ſaid lord the king, if therefore the ſaid R. C. ſhould proſecute the ſaid writ of error with effect, and alſo ſhould ſatisfy and pay unto the ſaid D. D. if the ſaid judgment ſhould be affirmed, or the ſaid writ of error be diſcontinued in his default, or he ſhould be non-ſuited therein, as well the damages aforeſaid adjudged upon the ſaid judgment, as alſo all ſuch coſts, charges, and damages as ſhould be awarded to the ſaid D. D. for the delaying of the execution of the judgment aforeſaid by pretext of proſecuting the ſaid writ of error, then that recognizance ſhould be void and of none effect, or elſe ſhould be and remain in full force and virtue, which ſaid recognizance, together with the aforeſaid condition thereof, was afterwards, to wit, on, &c. in Trinity term, in the twenty-ſecond year of, &c. in due manner recorded in the ſaid court of our ſaid lord the king, before the king himſelf, the ſaid court then and ſtill being held at Weſtminſter, in the ſaid county of Middleſex, by the ſaid E. W. eſquire, as ſuch juſtice as aforeſaid, as by the record of the recognizance and condition thereof, remaining in the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, manifeſtly appears; And the ſaid D. D. further ſays, that the ſaid R. C. proſecuted the ſaid writ of error in the ſaid exchequer chamber at Weſtminſter aforeſaid, againſt the ſaid D. D. but not with effect, for that ſuch proceedings were thereupon had in the ſaid exchequer chamber before the ſaid juſtices of our lord the king of the common bench, and the barons of his exchequer of the degree of the coif, that afterwards, to wit, on, &c. the ſaid judgment ſo recovered and obtained in the ſaid court here as aforeſaid, was by the conſideration and judgment of the ſaid court of exchequer chamber in all things affirmed to wit, at, &c.: And the ſaid D. D. did then and there by the conſideration of the ſaid court recover againſt the ſaid R. C. thirteen pounds ten ſhillings, which in and by the ſaid court of exchequer chamber were then and there awarded to him at his requeſt for his coſts, charges, and damages for the delaying of execution of the ſaid judgment ſo recovered and obtained here in this court as aforeſaid, by pretext of proſecuting the ſaid writ of error, and thereupon the record and proceedings aforeſaid of the ſaid juſtices of the common bench and barons of the exchequer were by the ſaid juſtices and barons in due manner remitted and

ſent to and before the ſaid lord the king whereſoever, &c. according to the form of the ſtatute in ſuch caſe made and provided, as by the record and proceedings, now remaining in the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, manifeſtly appears: And the ſaid D. D. in fact ſaith, that the ſaid R. C. in the ſaid condition of the ſaid recognizance named, hath not ſatisfied or paid to him the ſaid D. D. the ſaid damages ſo adjudged to him upon the ſaid judgment ſo recovered in the ſaid court of our ſaid lord the king, before the king himſelf here as aforeſaid, nor the ſaid coſts, charges, and damages ſo as aforeſaid awarded to him by the ſaid court of exchequer chamber for the delay of execution of that judgment by the ſaid writ of error, or any or either of them or any part thereof, but the ſame are ſtill wholly unpaid and unſatisfied to him the ſaid D. D. either by the ſaid R. C. the ſaid G. B. and J. T. *or the ſaid W. B. and D. F. herein before mentioned* or any or either of them; and the ſaid D. D. avers, that as well the aforeſaid recognizance of the ſaid G. B. and J. T. as the ſaid ſeveral judgments aforeſaid, ſo recovered and obtained as aforeſaid, remain in full force, ſtrength, and effect, in no manner reverſed, vacated, or ſatisfied; and that he the ſaid D. D. hath not as yet obtained execution of the ſame recognizance, whereby an action hath accrued to the ſaid D. D. to demand and have of and from the ſaid G. B. and J. T. the ſaid ſum of four hundred and fifteen pounds ſo by them in form aforeſaid acknowledged, parcel of the ſaid ſum of eight hundred and thirty pounds above demanded: And whereas, &c. &c. [add a ſecond Count like the firſt, leaving out what is in Italic, and inſerting what is in the margin.]

2d Count.

V. LAWES.

Declaration on recognizance of bail in error in exchequer chamber againſt one of the bail.

MIDDLESEX, to wit. H. R. complains of J. F. here, &c.; for that whereas one E. R. and the ſaid J. F. heretofore, to wit, on, &c. before ſir M. F. knight, then and ſtill one of the juſtices of our ſaid lord the now king, aſſigned to hold pleas before the king himſelf at his chambers ſituate, &c. came in their own proper perſons, and then and there according to the form of the ſtatute in ſuch caſe made and provided, by the names of, &c. acknowledged, and each of them ſeparately did acknowledge him and herſelf to owe to the ſaid H. R. the ſaid one hundred and thirty-five pounds of lawful, &c. to be paid to the ſaid H. R. his executors, or aſſigns, and unleſs they ſhould ſo do, the ſaid E. R. and J. F. granted and agreed, and each of them for himſelf and herſelf did grant and agree that the aforeſaid one hundred and thirty-five pounds of their and each of their lands and chattels ſhould be made and levied to the uſe of the ſaid H. R. under the condition following, to wit, that whereas the aforeſaid H. R. then lately in the court of our ſovereign lord the now king, before the king himſelf, at Weſtminſter, by bill, without the writ of our ſaid ſovereign lord the now king, and by the judgment of the ſaid court, recovered

recovered againſt M. B the ſum of ſixty-ſeven pounds for his damages which he had ſuſtained, as well by reaſon of a certain plea of treſpaſs on the caſe to the ſaid H. R againſt the ſaid M. B. as well for his coſts and charges by him about his ſuit in that behalf expended, whereof the ſaid M. B. had been convicted, as it appeared on record in the ſaid court of our ſaid lord the king, before the king himſelf: And whereas the ſaid M. B. had brought a writ of error upon the judgment aforeſaid, returnable before the juſtices of the C. B. and the barons of the exchequer of the degree of the coif, in the exchequer chamber, on, &c. in the twentieth year of the reign of our ſaid ſovereign lord the then and now king, if thereof ſaid M. B ſhould proſecute the ſaid writ of error with effect, and alſo ſhould ſatisfy and pay to ſaid H. R. (if the ſaid judgment ſhould be affirmed) the damages aforeſaid, and alſo all ſuch coſts and damages which ſhould be awarded to ſaid H. R. for the delay of his execution upon the judgment aforeſaid, by pretext of preſenting the ſaid writ of error, then the ſaid recognizance ſhould be void and of no effect, or elſe ſhould remain in full force and virtue, which ſaid recognizance the ſaid Mr. F. knight, then and ſtill one of the juſtices of our lord the now king, aſſigned to hold pleas in the ſaid court of, &c. afterwards, to wit, on Friday next after eight days of St. Hilary, in the twenty-eighth year, &c. delivered into the ſaid court of, &c. at Weſtminſter aforeſaid, to be recorded, and the ſame was then and there recorded in the ſaid court as of the ſaid Hilary term, in the twenty-eighth year aforeſaid, as by ſaid recognizance remaining of record in ſaid court of, &c. at Weſtminſter aforeſaid, more fully appears: And the ſaid H. R. further ſays, that by virtue of ſaid writ of error, the record and proceſs of the judgment mentioned in the ſaid condition of ſaid recognizance afterwards, to wit, in Hilary term, in the twenty-eighth year aforeſaid, was by ſir W. L. knight, then and ſtill chief juſtice of the court of our ſaid lord the now king, aſſigned to hold pleas in the ſaid court of our ſaid lord the king, before the king himſelf, certified out of ſaid court of our ſaid lord the king, before the king himſelf, into the exchequer chamber of our lord the now king, near his ſaid majeſty's exchequer at Weſtminſter, before his majeſty's juſtices of the common bench and barons of his exchequer of the degree of the coif, according to the form and effect of the ſtatute in ſuch caſe made and provided, being the ſame exchequer chamber mentioned in ſaid condition, and ſuch proceedings were thereupon had in ſaid exchequer chamber before the ſame juſtices of the C. B. and barons of his ſaid exchequer of the degree of the coif, that afterwards, to wit, on, &c. in Michaelmas term, in the twenty-ninth year of the reign of our ſaid lord the now king, the ſaid judgment was by ſaid juſtices and barons in ſaid exchequer chamber in all things affirmed, and ſaid H. R. then and there by the conſideration of ſaid juſtices and barons, recovered againſt ſaid M. B. eleven pounds eleven ſhillings, which were then and there adjudged unto ſaid H. R. and at his requeſt by ſaid court of ſaid exchequer chamber, according to the

form

form of the ſtatute in ſuch caſe made and provided, for his damages, coſts, and charges which he had expended by reaſon of the delay of the execution of the aforeſaid judgment, and by the proſecution of the writ of error aforeſaid, as by the record and proceedings thereof duly remitted into ſaid court of our ſaid lord the now king, before, &c. at Weſtminſter foreſaid, and now there remaining in full force and effect, more fully appears; and ſaid recognizance ſtill remains in full force, and ſaid M. B. hath not yet ſatisfied ſaid H. R. and ſixty-ſeven pounds, his aforeſaid damages ſo recovered in form aforeſaid or any part thereof, whereby an action hath accrued to ſaid H. R. to demand and have of ſaid J. F. ſaid one hundred and thirty five pounds above demanded; yet, &c.; pledges, &c. *Drawn by* MR. WARREN.

Plea to an action of debt on recognizance of bail, that principal became bankrupt, and obtained his certificate.

DORSET, } *ſcil.* } AND the ſaid William, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſaith that the ſaid Thomas ought not to have or maintain his aforeſaid action thereof againſt him the ſaid William; becauſe he ſaith, that the ſaid T. D. in the declaration aforeſaid mentioned, after the recovery of the ſaid judgment in the ſaid declaration mentioned, and before the exhibiting the bill of the ſaid Thomas againſt the ſaid William, and before any *capias ad ſatisfaciendum* iſſued forth upon the judgment aforeſaid at the ſuit of the ſaid Thomas, on the judgment aforeſaid againſt the ſaid T. D. and returned filed of record in this court here, and after the fourteenth day of, &c. mentioned in a certain act of parliament made at Weſtminſter, in the county of Middleſex, in the fifth year of the reign of our ſovereign lord George the Second, late king of Great Britain, &c. intitled, 'An Act to prevent "the committing of Frauds by Bankrupts," to wit, on, &c. he the ſaid T. D. became a bankrupt within the true intent and meaning of the ſaid act of parliament above particularly mentioned, and of the ſeveral other ſtatutes made and then and now in force concerning bankrupts, to wit, at, &c.; and that the ſaid T. D. to becoming a bankrupt as aforeſaid, did afterwards, and before that any ſuch writ of *capias ad ſatisfaciendum* was ſued forth on the judgment aforeſaid, at the ſuit of the ſaid Thomas againſt the ſaid T. D. upon the judgment aforeſaid, and returned and filed of record in the ſaid court here, and before the day of exhibiting of the ſaid bill of the ſaid Thomas againſt him the ſaid William in this behalf, to wit, on, &c. at, &c. duly obtained his certificate, and the ſame was afterwards and before the ſuing forth, returning, and filing of record of any ſuch writ of *capias ad ſatisfaciendum* on the judgment aforeſaid againſt the ſaid T. D. and before the day of exhibiting of, &c. againſt the ſaid William in this behalf, to wit, on, &c. duly allowed and confirmed as in and by the aforeſaid act of parliament above particularly mentioned is in ſuch caſes directed, according to the tenor, true intent and meaning of the ſaid act of parliament, to wit, at Weſtminſter aforeſaid; and this, &c.; wherefore, &c. and that the ſaid Thomas may be

barred

barred from having and maintaining his aforesaid action thereof against him the said William.

V. LAWES.

Hilary Term, 23. Geo. III.

MIDDLESEX, to wit. John A. a debtor of our sovereign lord the king, comes before the barons of the exchequer on the day of in this same term, by A. B. his attorney, and complains by bill against William Smith present here in court the same day, in a plea that he render to him said plaintiff thirty pounds ten shillings of lawful, &c. which he owes to and unjustly detains from him, &c.; for that whereas the said plaintiff heretofore, to wit, in Michaelmas term, in the twenty-third year of the reign of our lord the now king, before the king himself (the said court then and still being held at Westminster, in the county of Middlesex aforesaid) by bill, and by the consideration of the said court recovered against one William Last thirty pounds ten shillings, which in and by the said court were then and there adjudged to the said plaintiff for his damages which he had sustained as well on occasion of the not performing of certain promises and undertakings theretofore made by said William Last to the said plaintiff as for his costs and charges in that behalf expended, whereof the said William Last was convicted, as by the record and proceedings thereof remaining in the said court of our said lord the king, before the king himself at Westminster aforesaid, in full force and effect more fully appears: And whereas whilst the said suit was depending, to wit, on, &c. at, &c. the said defendant came before A. B. gentleman, then being one of the commissioners appointed by the justices of the court of our said lord the king, in the court of our said lord the king, before the king himself, *according to the form of the statute in such* case made and provided, to take bail in the said county of N. and then and there in his own proper person became pledge and bail for the said W. L. in the said action or suit, that is to say, in manner and form following, that is to say, that if it should happen that the said W. L. should be convicted at the suit of the said plaintiff in the plea aforesaid, then the said defendant consented that all such damages which should be adjudged to the said plaintiff in that behalf should be made of his the said defendant's lands and chattels, and levied to the use of the said plaintiff if it should happen that the said W. L. should not pay to the said plaintiff the said damages, or render himself to the marshal of the marshalsea of our said lord the king, before the king himself, in execution of such judgment; which said recognizance was afterwards and before the commencement of this suit duly transmitted by the said A. B. to C. D. then and still being one of the justices of our lord the now king, before the king himself, at his chambers in Serjeant's-inn, Chancery-lane, London, and by him the said justice afterwards, in term, in the twenty-second year of the reign of our said lord the king, produced in the said court of our said

Declaration in debt in the exchequer on recognizance of bail (by bill) taken before commissioners in the country, and transmitted to the court of K. B.

4. Wil. & Ma. c. 4.

lord the king, before the king himſelf, at Weſtminſter aforeſaid, in the county of Middleſex, and then and there recorded in ſaid court, as by the record thereof ſtill remaining in ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, more fully appears: And ſaid plaintiff in fact ſaith, that ſaid W. L. hath not as yet paid to ſaid plaintiff the ſaid damages ſo adjudged to him the ſaid plaintiff as aforeſaid or any part thereof, or rendered himſelf in execution of the ſaid judgment to the tenor and effect of the ſaid recognizances: And the ſaid plaintiff in fact ſaith, that he hath not obtained any execution of the ſaid judgment, nor ſued out any execution upon the aforeſaid recognizances, which with the ſaid judgment ſo by him recovered as aforeſaid is ſtill in full force, ſtrength, and effect, and wholly unſatisfied, whereby an action hath accrued to him the ſaid plaintiff to demand and have of and from the ſaid defendant the ſaid ſum of thirty pounds ten ſhillings above demanded, according to the tenor and effect of the ſaid recognizance; yet, &c. [Common concluſion in debt.]

V. LAWES.

Michaelmas Term, 22. Geo. III.

Declaration in debt, on recognizances of bail (by original in K. B.) taken before commiſſioners in the country, and tranſmitted to the court of K. B.

MIDDLESEX, to wit. Oliver Toulmin complains of Arthur Mouleſworth, eſquire, being in the cuſtody, &c. in a plea that he render to him of lawful, &c. which he owes to and unjuſtly detains from him; for that whereas the ſaid defendant heretofore, to wit, on the eleventh day of February, in the year of Our Lord 1781, at the city of Bath, in the county of Somerſet, before Mr. Palmer, then being one of the commiſſioners for the county of Somerſet, appointed one of the juſtices of the court of our ſaid lord the king, before the king himſelf in that behalf, according to the form of the *ſtatute* in ſuch caſe made and provided, came in his own proper perſon and acknowledged himſelf to owe the ſaid plaintiff the ſum of pounds, which he the ſaid defendant for himſelf and his heirs then and there willed and granted ſhould be made of his lands and chattels, and be levied to the uſe of the ſaid plaintiff, upon condition that if judgment ſhould happen to be given in the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter for ſaid plaintiff againſt one Matthew Moore, in a certain plea of trespaſs on the caſe on promiſes, to the damages of ſaid plaintiff of pounds before then proſecuted by the ſaid plaintiff, and then depending in the ſaid court of our ſaid lord the king, before the king himſelf, againſt ſaid Matthew Moore, then that the ſaid Matthew Moore ſhould ſatisfy to the ſaid plaintiff all ſuch damages, coſts, and charges which ſhould be adjudged to ſaid plaintiff in the ſaid plea, or render his body to the priſon of the marſhal of the marſhalſea of our lord the now king, before the king himſelf, in execution of ſuch judgment; which ſaid recognizance he the ſaid John T. afterwards in due manner tranſmitted to the

right honourable William earl of Mansfield, then and ſtill being lord chief juſtice of our ſaid lord the now king, aſſigned to hold pleas in the court of our ſaid lord the king, before the king himſelf, at his chambers in Serjeant's-Inn, in Chancery-lane, London, who in the term of St. Hilary, in the twenty-firſt year of the reign of our ſaid lord the now king, produced the ſame in the ſaid court of our ſaid lord the now king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter, in the county of Middleſex aforeſaid), where at the requeſt of the ſaid plaintiff it was in due manner recorded as of that ſame Hilary term, (as by the record thereof in the ſaid court of our ſaid lord the king, before the king himſelf at Weſtminſter aforeſaid, doth appear): And the ſaid plaintiff in fact further ſaith, that ſuch proceedings were afterwards had in the ſaid court of our ſaid lord the king before the king himſelf, in and upon the aforeſaid plea, that he the ſaid plaintiff afterwards, to wit, in Eaſter term, in the twenty-firſt year of the reign of our ſaid lord the now king, the ſaid court of our ſaid lord the king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter aforeſaid), by the conſideration of the ſaid court recovered againſt the ſaid Matthew Moore one hundred and forty-ſeven pounds ten ſhillings, which in and by ſaid court of our ſaid lord the king, before the king himſelf, were adjudged to ſaid plaintiff for his damages which he had ſuſtained as well on occaſion of the aforeſaid treſpaſs on the caſe on promiſes as for his coſts and charges by him about his ſuit in that behalf expended, whereof ſaid Matthew Moore was convicted, as by the record and proceedings thereof remaining in the ſaid court of our ſaid lord the king, before the king himſelf at Weſtminſter aforeſaid, in full force, ſtrength, and effect, in nowiſe reverſed, paid off, or ſatisfied, more fully appears: And ſaid plaintiff in fact further ſaith, that the ſaid Matthew Moore hath not at any time whatſoever ſatisfied him ſaid plaintiff the aforeſaid damages, coſts, and charges adjudged to him ſaid plaintiff in the aforeſaid plea of treſpaſs on the caſe on promiſes, nor rendered his body to the priſon of the marſhal of the marſhalſea of our lord the now king, before the king himſelf, in execution of the ſaid judgment, according to the form and effect of the aforeſaid recognizances, nor hath he the ſaid plaintiff as yet obtained any execution of ſaid judgment againſt the ſaid Matthew Moore, or ſued out any execution againſt ſaid defendant upon the aforeſaid recognizance, which is ſtill in full force and effect, in no wiſe vacated or ſatisfied, whereby an action hath accrued to ſaid plaintiff to demand and have of and from ſaid defendant the ſaid pounds above demanded; nevertheleſs, &c. (Common concluſion in debt.)

V. LAWES.

MIDDLESEX,

Declaration in debt againſt bail on recognizances in C P. where the original action was caſe.

DANIEL DOFFE, late of, &c. was ſummoned to anſwer unto Samuel Bird in a plea that he render, &c. and thereupon, &c.; that whereas the ſaid defendant heretofore, that is to ſay, in Trinity term, in the ſixth year of the reign of our lord the now king, in his own proper perſon came into his majeſty's court here before ſir Robert Eyre, knight, and his brethren, then his maj ſty's juſtices of the bench at Weſtminſter, in the ſaid county of Middleſex, and then in the ſame court here did acknowledge himſelf to owe to the ſaid plaintiff the ſum of ten pounds eighteen ſhillings and tenpence, which ſaid ſum of ten pounds eighteen ſhillings and tenpence, the ſaid defendant for himſelf and his heirs willed and granted to be made of his lands and chattels, and to be levied to the uſe of the ſaid plaintiff, and upon condition that if judgment in the ſame court here in a certain plea of treſpaſs on the caſe upon promiſe for the ſaid plaintiff, againſt one Benjamin Norton, then late of London, grocer, ſhould happen to be given, then that the aforeſaid Benjamin ſhould ſatisfy to the plaintiff all the damages which ſhould be adjudged to the ſaid plaintiff againſt the ſaid Benjamin Norton, in the ſaid court here in the ſaid plea of treſpaſs upon the caſe, or render his body in execution of that judgment to the priſon of the Fleet, as by the record thereof in the ſaid court here at Weſtminſter aforeſaid remaining may more fully appear: And whereas judgment for the ſaid plaintiff in the ſaid plea of treſpaſs upon the caſe againſt the ſaid Benjamin, by the name of Benjamin Norton, late of, &c. afterwards, in the term of St. Michael, in the ſixth year aforeſaid, was given in the ſaid court of the bench before ſir Robert Eyre, knight, and his companions then his majeſty's juſtices of the bench here, to wit, at Weſtminſter aforeſaid; and the ſaid plaintiff then and there, by conſideration of the ſaid court in the ſame plea, recovered againſt the ſaid Benjamin fifteen pounds which to the ſaid plaintiff in the ſaid court here was adjudged for his damages which he had ſuſtained by reaſon of not performing of certain promiſes and undertakings made to the ſaid plaintiff by the ſaid Benjamin, at Weſtminſter, &c. of which the ſaid Benjamin is convicted, as by the record and proceedings thereof in the ſaid court here at Weſtminſter aforeſaid remaining doth more fully appear; and the ſaid plaintiff doth ſay, that the ſaid Benjamin hath not yet ſatisfied the ſaid plaintiff his ſaid fifteen pounds for his damages aforeſaid by him the ſaid plaintiff, againſt the ſaid Benjamin ſo as aforeſaid recovered or any part thereof, nor rendered his ſaid body to the ſaid priſon of the Fleet in execution of the ſaid judgment for the ſaid fifteen pounds, according to the form and effect of the ſaid recognizance; and that he the ſaid plaintiff hath not yet obtained any execution of the ſaid judgment, and the ſaid plaintiff hath not yet ſued out any execution againſt the ſaid defendant upon the ſaid recognizance, and that the ſaid judgment recovered in form aforeſaid yet remains in its full ſtrength and effect, and not in the leaſt reverſed or ſatisfied, and that the ſaid recognizance acknowledged in form aforeſaid ſtill remains in its full force and effect, not vacated or ſatisfied; whereby an action

hath

hath accrued to the ſaid plaintiff to demand and have of and from the ſaid defendant the ſaid ten pounds eighteen ſhillings and tenpence above demanded, according to the form and effect of the ſaid recognizance; nevertheleſs, &c. [Common concluſion in debt.]

If the original action be in debt, there will be ſome trifling difference from the above precedent, for which *vide* the difference in *fieri facias*, in caſe, and debt, *p. 8.*

Recognizance in the exchequer, original action in ejectment.

BE it remembered that T. M. of, &c. peruke-maker, and T. W. of the pariſh of St. D. in the Weſt, innholder, came before ſir Thomas Parker, knight, chief baron of his majeſty's court of exchequer, at Weſtminſter, upon the thirteenth day of May, in the thirty-firſt year of the reign of our ſovereign lord king George the Second, and do acknowledge themſelves, and each of them doth acknowledge himſelf to owe unto A. L. E. L. &c. the ſum of forty pounds of lawful, &c. to be paid unto the ſaid A. L. &c. or to their certain attorney, executors, adminiſtrators, or aſſigns, and if they do not pay the ſame, the ſaid T. M. and T. W. will and ſubmit, and each of them doth will and ſubmit the ſame to be levied and recovered of the lands and tenements, goods and chattels of them the ſaid T. M. and T. W. and each of them to the uſe of the ſaid A. L. &c. The condition of this recognizance is ſuch, that whereas an action of treſpaſs and ejectment is depending in his majeſty's court of exchequer at Weſtminſter, between Richard Right, his majeſty's debtor, plaintiff, upon the ſeveral demiſes of J. and L. his wife, and T. R. againſt the ſaid A. L. &c. defendants, as by the proceedings therein may more fully appear; if therefore the ſaid Richard Right do proſecute the ſaid action with effect, and if the ſaid T. M. and T. W. do pay and ſatisfy if judgment ſhall be given againſt the ſaid Richard Right in the ſaid action, or the ſaid R. Right ſhall become non ſuit therein, or ſuffer the ſame through his default to be diſcontinued, all ſuch coſts and charges as ſhall be allowed, awarded, and adjudged unto the ſaid A. L. &c. any or either of them by reaſon thereof, or in the ſaid action, then their recognizance to be void, or elſe to remain in full force and virtue.

Taken and acknowledged (conditionally) the day and year above mentioned, at my houſe in Bedford row, before } T. M. T. W.

T. PARKER.

(a) See Practical Forms, Civil Diviſion, poſt.

The

The above named T. M. and T. W. have each juſtified to forty pounds this ninth day of June 1758, in Serjeants Inn, before me,

T. PARKER.

Hilary Term, 32. Geo. II.

Declaration on the recognizance againſt one of the bail in error in the exchequer, the original action in ejectment.

MIDDLESEX, to wit. A. L. E. L. &c. debtors to his preſent majeſty, came before the barons of his exchequer the twenty-third day of January, in this ſame term, by A. C. their attorney, and complain by bill againſt T. M. of, &c. perukemaker, preſent here in court the ſame day, of a plea that he render unto the ſaid A. L. &c. forty pounds of lawful, &c. which he owes to and unjuſtly detains from them; for that whereas the ſaid A. L. &c. heretofore, to wit, in Michaelmas term, in the thirty-ſecond year of his preſent majeſty, in his ſaid majeſty's court of exchequer (the ſame court then and ſtill being held at Weſtminſter, in the county of Middleſex), before the barons of the ſame court, by the conſideration of the ſame court recovered againſt one Richard Right ſeventy-two pounds ten ſhillings and fivepence, which were in the ſame court adjudged to them by the like diſcretion of the ſaid barons, for their coſts and charges which they ſuſtained in a certain plea of trespaſs and ejectment, wherein the ſaid R. R. was plaintiff, upon the ſeveral demiſes of P. C. E. L. his wife, and J. P. and the aforeſaid J. L. &c. and one M. W. were defendants, and wherein it was conſidered by the barons that the ſaid R. R. ſhould take nothing by his bill than the plea aforeſaid, but ſhould be in mercy for his falſe clamour againſt them, and that they ſhould go without day, as by the record and proceedings thereof remaining in his ſaid majeſty's court of exchequer here, to wit, at Weſtminſter, in the county of Middleſex, more fully appears, which ſaid judgment ſtill remains in its full force and effect, not reverſed and annulled, paid or in any wiſe ſatisfied, and the ſaid A. L. &c. (M. W. not named) have not yet obtained execution of the ſaid judgment: And whereas the ſaid T. M. while the ſaid plea was depending in the ſaid court, to wit, in Eaſter term, in the thirty-firſt year of the reign of his ſaid majeſty, came here into court before the barons of his exchequer (the ſame court being then at Weſtminſter, in the county of Middleſex), in his proper perſon, and then and there in the ſaid court did acknowledge to owe unto the ſaid A. L. &c. (M. W. not named) in the lifetime of the ſaid M. W. the aforeſaid forty pounds, to be paid unto him; and if the ſaid T. M. did not name the ſame, then the ſaid T. M. did will and ſubmit the ſame to be levied of his lands and tenements, goods and chattels, under this condition, that if the ſaid R. R. did proſecute the ſaid action with effect, and

if

if the ſaid T. M. and T. W. named in the ſaid recognizance and the ſaid condition thereof, did pay and ſatisfy if judgment ſhould be given againſt the ſaid R. R. in the ſaid action, or the ſaid R. Right ſhould become nonſuit therein, or ſuffer the ſame through his default to be diſcontinued, all ſuch coſts and charges as ſhould be allowed, and awarded, and adjudged unto the ſaid A. [illegible] &c. any or either of them by reaſon thereof, or in the ſaid action, then that recognizance to be void, or elſe to remain in full force and virtue, as by the ſaid recognizance and condition thereof, remaining of record in his majeſty's court of exchequer at Weſtminſter aforeſaid, more fully appears, which ſaid recognizance yet remains in full force and effect, in no wiſe vacated, annulled, or ſatisfied, and the ſaid A. L. &c. (W. W. not named) have not nor have or hath any of them yet obtained execution of the ſaid recognizances: And the ſaid A. L. &c. in fact ſay, that neither the ſaid R. R. nor the ſaid T. M. and T. W. nor any of them, have as yet paid the ſaid coſts and charges ſo as aforeſaid recovered againſt him the ſaid R. R. or any part thereof, according to the form and effect of the ſaid recognizance, but the ſame ſtill remains due and unſatisfied to them; by reaſon whereof an action hath accrued to the ſaid A. L. &c. (W. W. not named) to demand and have of the ſaid T. M. the ſaid forty pounds above demanded; yet the ſaid T. M. although often requeſted, hath not as yet paid the ſaid forty pounds to the ſaid A. L. &c. (W. W. not named) but hath hitherto wholly denied, and ſtill doth deny to pay them the ſame, and unjuſtly detains the ſame from them, whereſore they ſay they are injured, and have received damage to the value of twenty-eight pounds, whereby they are the leſs able to ſatisfy his majeſty the debts which they owe him at his exchequer, and therefore they bring ſuit, &c. Pledges, &c.

Plea of payment by the other recognizor.

And the ſaid T. M. by A. B. his attorney, comes and defends the wrong and injury, when, &c. and prays oyer of the ſaid recognizance, and it is read to him in these words, *viz.* [ſet out the recognizance]; he prays oyer of the condition of the ſaid recognizance, and it is read to him in these words, *viz.* [ſet forth the condition]; which being read and heard, the ſaid T. M. ſays, that the ſaid A. L. [illegible], becauſe he ſays, that the ſaid T. W. named in the ſaid recognizance and condition thereof, entered into the ſaid recognizance together with the ſaid T. M. at the ſame identical time and place mentioned in the ſaid declaration, and by the ſaid recognizance aforeſaid ſo acknowledged and ſet forth; and that the ſaid T. W. after the [illegible], in the ſaid bill mentioned, for the ſaid ſeventy-two pounds ten ſhillings and ſixpence againſt the ſaid Richard Right, was ſo had and recovered in the ſaid court of exchequer as aforeſaid, and before the exhibiting the ſaid bill in this ſuit, to wit, on the twenty-ſecond of January, A. D. 1757, at Weſtminſter aforeſaid, paid to the ſaid A. L. &c. the ſum of forty pounds mentioned in the ſaid recognizance, and above acknowledged

knowledged by the ſaid T. M. and T. W. in manner aforeſaid; and this he the ſaid T. M. is ready to verify; wherefore, &c. if, &c.

Trinity Term, 23. Geo. III.

Declaration on a recognizance in K. B. againſt one of the bail to the original action in attachment in the ſame court.

MIDDLESEX, to wit. Be it remembered that in Eaſter term laſt paſt, before our lord the king at Weſtminſter, came James Martin, Richard Stone, and John Foot, eſquires, by A. B. their attorney, who brought into the court of our ſaid lord the king then there bill againſt William Feltham, being in the cuſtody of the marſhal of the marſhalſea of the lord the king before the king himſelf, of a plea of debt, and there are pledges for the proſecution, to wit, John Doe and Richard Roe, which ſaid bill follows in theſe words, to wit: Middleſex, to wit, James Martin, Richard Stone, and John Foot, eſquires, complain of William Feltham, being in the cuſtody, &c. in a plea that he render unto them five hundred pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from them; for that whereas the ſaid plaintiffs, as ſurviving partners in trade with one Ebenezer Blackwell, eſquire, deceaſed, heretofore, to wit, in Michaelmas term, in the twenty-third year of the reign of our lord the now king, in the court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter, in the ſaid county of Middleſex, by the writ of our ſaid lord the king, and by the conſideration of the ſame court recovered againſt one Francis Vincent, late of Upper Groſvenor-ſtreet, in the ſaid county of Middleſex, baronet, two hundred and ſeventy-eight pounds, which in and by the ſaid court of our ſaid lord the king, before the king himſelf here, were adjudged to them the ſaid plaintiffs as ſuch ſurviving partners as aforeſaid for their damages which they had ſuſtained, as well by occaſion of the not performing certain promiſes and undertakings theretofore made by the ſaid ſir Francis Vincent to them the ſaid plaintiffs, together with the ſaid Ebenezer Blackwell, deceaſed, as for their coſts and charges by them laid out about their ſuit in that behalf, whereof the ſaid ſir Francis Vincent was and is convicted, as by the record thereof remaining in the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, more fully appears: And whereas whilſt the ſaid ſuit was depending, to wit, in Eaſter term, in the twenty-ſecond year of the reign of our ſaid lord the now king, the ſaid William Feltham came into the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, in his proper perſon, and then and there by the name of William Feltham, of Fleet-ſtreet, London, hatter, became pledge and mainucaptor for the ſaid ſir Francis Vincent, and on that occaſion did acknowledge to owe to the ſaid plaintiffs, ſurviving partners as aforeſaid, the ſum of five hundred pounds, and did ſubmit and grant for himſelf and his heirs that the ſaid ſum of five

five hundred pounds ſhould and might be made of his lands and chattels, and levied to and for the uſe of the ſaid plaintiffs, ſurviving partners as aforeſaid, in caſe the ſaid ſir F. Vincent ſhould happen to be condemned in the plea aforeſaid at the ſuit of plaintiffs, ſurviving partners as aforeſaid, and ſhould not pay and ſatisfy unto them the ſaid plaintiffs, ſurviving partners as aforeſaid, the damages, &c. in the plea aforeſaid, or render himſelf to the cuſtody of the marſhal of the marſhalſea of our ſaid lord the king, before the king himſelf, on the morrow, as by the record of the ſaid recognizance now remaining in the record and proceſs of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, more fully appears: And the ſaid plaintiffs in fact further ſay, that the ſaid ſir F. V. hath not as yet paid or ſatisfied unto the ſaid plaintiffs, or any of them, or either of them, the ſaid damages, coſts, and charges ſo adjudged to them the ſaid plaintiffs in the plea aforeſaid, nor ſurrendered himſelf to the cuſtody of the marſhal of the marſhalſea of our ſaid lord the king, before the king himſelf, on the morrow, but the ſaid damages, coſts, and charges are ſtill wholly unpaid to the ſaid plaintiffs, and the ſaid judgment ſo by them in manner aforeſaid recovered, with the ſaid recognizance in that behalf acknowledged, is ſtill in full force, ſtrength, and effect, and no ſatisfaction, payment, or ſatisfaction, hath been made, or the ſaid plaintiffs have not as yet to their uſe had any execution of or upon the ſaid judgment, whereby an action hath accrued to the ſaid plaintiffs to demand and have of and from the ſaid William Fe[illegible] the ſaid ſum of five hundred pounds in the ſaid recognizance ſpecified, and thereby acknowledged to be levied of the ſaid recognizances, to wit, at Weſtminſter aforeſaid, in the ſaid county of Middleſex. And the ſaid W. F. maugre his repeated requeſts to do, hath not yet paid the ſaid ſum of five hundred pounds in the ſaid recognizance mentioned, or any part thereof, to be levied, or any part thereof, to the ſaid plaintiffs, or any of them, but hath hitherto wholly refuſed and ſtill refuſes ſo to do, to the damage of the ſaid plaintiffs of twenty pounds; and therefore they bring their ſuit, &c.

V. LAWLS.

And now at this day, that is to ſay, on Tueſday next after the morrow of the Holy Trinity in this term, until which day the ſaid W. F. had leave to imparl to the ſaid bill and then to anſwer the ſaid counts as well the original as alias, by their ſaid attorneys, as the ſaid plaintiffs, by J. L. their attorney, did come before our lord the king at Weſtminſter aforeſaid, and the ſaid defendant defends the wrong and injury, when, &c. and ſays, that the ſaid plaintiffs ought not to have or maintain their ſaid action againſt him; becauſe he ſays, that there is no ſuch record of the judgment in the ſaid bill and counts mentioned remaining in the ſaid court of our ſaid lord the king, before the king himſelf here, as the ſaid plaintiffs have above in that behalf alleged; and

Plea thereto, nul tiel record of the judgment and againſt the plaintiffs.

this he the said defendant is ready to verify; wherefore he prays judgment if the said plaintiffs ought to have their aforesaid action thereof maintained against him, &c.: And for further plea in this behalf the said defendant, by leave, &c. saith, that the said plaintiffs *actio non*; because he saith, that there is no such record of the recognizance in the said declaration mentioned remaining in the said court of our said lord the king, before the king himself here, as the plaintiffs have above in this behalf alledged; and this he the said defendant is ready to verify, &c.; wherefore, &c. [as before]: And for further plea in this behalf the said defendant, by leave, &c. saith, that the said plaintiffs *actio non*; because he saith, that after the recovery of the judgment aforesaid, and before the exhibiting of the bill of them the said plaintiffs against him the said defendant there was not any writ of *capias ad satisfaciendum* sued out of the court of our said lord the king, before the king himself here, by the said plaintiffs against the said sir F. V. upon the said judgment, and duly returned and filed of record in the said court, as there ought to have been by law and according to ancient and immemorial usage and custom of the said court, before the exhibiting of any bill by them the said plaintiffs against him the said defendant upon any action of debt upon the said recognizance; and this he the said defendant is ready to verify; wherefore, &c. [as before]: And for further plea in this behalf the said defendant, by like leave, &c. says, that the said plaintiffs *actio non*; because he saith, that after the said recovery, and before the suing out of any writ of *capias ad satisfaciendum* thereupon by the said plaintiffs, to wit, on the eleventh day of January, in the year last aforesaid, he the said F. V. died, to wit, at Westminster aforesaid; and this he the said defendant is ready to verify; wherefore, &c. [as before]: And for further plea in this behalf the said defendant, by like leave, &c. saith, that the said plaintiffs *actio non*; because he saith, that he the said defendant heretofore, to wit, on the first day of February, A. D. 1783, to wit, at Westminster aforesaid, became and was a bankrupt within the true intent and meaning of the several statutes made and then in force concerning bankrupts, and that the cause of action aforesaid accrued to the said plaintiffs before such time as he the said defendant became a bankrupt, to wit, at Westminster aforesaid; and of this he the said defendant puts himself upon the country; and he the said plaintiffs do the like, &c.

1st Plea, *nul tiel record* of the recognizance of bail.

2d Plea, no *ca. sa.* sued out against the principal before the commencement of this suit.

4th plea, death of principal before the suing out any *ca. sa.* against him.

Drawn by MR. TIDD.

And the said plaintiffs, to the said plea of the said defendant by him first above pleaded in bar, say, that they by reason of any thing therein alledged ought not to be barred from having and maintaining their aforesaid action against him the said defendant; because they say, that there is such record of the judgment in the said declaration mentioned remaining in the said court of our lord the king, before the king himself here, to wit, at Westminster aforesaid, in the said county of Middlesex, as they the said plaintiffs

Replication to 1st plea, that there is such record of judgment.

tiffs have above in that behalf alledged; and this they are ready to verify by the ſaid record when, where, and in what manner the ſaid court here ſhall order, &c.: And as to the ſaid plea of the ſaid defendant by him ſecondly above pleaded in bar, they the ſaid plaintiffs ſay, that they by reaſon of any thing therein alledged *precludi non*; becauſe they ſay, that there is ſuch record of the recognizance in the ſaid declaration mentioned remaining in the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, in the ſaid county of Middleſex, as they the ſaid plaintiffs have above in that behalf alledged; and this they are ready to verify by the ſaid record when, where, and in what manner the court here ſhall order, &c.: And as to the ſaid plea of the ſaid defendant by him thirdly above pleaded in bar, they the ſaid plaintiffs ſay, that they by reaſon of any thing therein alledged *precludi non*; becauſe they ſay, that the ſaid promiſes and undertakings mentioned in the ſaid declaration alledged to have been and to be made in the county of Middleſex, and that after the recovery of the ſaid damages aforeſaid, and before the exhibiting of the bill of the ſaid plaintiffs againſt the ſaid defendant, to wit, on the ſixth of November, in the twenty-ſecond year of the reign of our ſovereign lord the king, they the ſaid plaintiffs ſued and proſecuted out of the court of our ſaid lord the king, before the king himſelf, from the court of our ſaid lord the king, before the king himſelf being held at Weſtminſter aforeſaid, in the ſaid county of Middleſex, a certain writ of our ſaid lord the king called a *capias ad ſatisfaciendum* of and upon the ſaid judgment aforeſaid to the ſheriff of Middleſex, which ſaid writ of our ſaid lord the king, remaining in the ſaid ſheriff that he ſhould take the ſaid F. V. if he ſhould be found in his bailiwick, and him ſafely keep, ſo that he had his body before our ſaid lord the king in three weeks of St. Martin, wheſeever our ſaid lord the king ſhould then be in England, to ſatisfy the ſaid plaintiffs, ſurviving partners in trade with the ſaid F. B. eſquire, deceaſed, as aforeſaid, two hundred and ſeventy-eight pounds for their damages aforeſaid, in form aforeſaid recovered, and that the ſheriff ſhould have there then the ſaid writ, which ſaid writ afterwards, and before the return thereof, to wit, on the ſixteenth day of November, in the firſt year of Our Lord 1782, at Weſtminſter aforeſaid, was directed to Robert Taylor and Benjamin Cole, eſquires, who then and from thenceforth until, and at, and after the return of the ſaid writ were ſheriffs of the ſaid county of Middleſex, to be executed in due form of law, at which day, that is to ſay, on the ſaid fifteenth day of St. Martin in the ſaid writ mentioned, before our ſaid lord the king at Weſtminſter, came the ſaid plaintiffs in their own proper perſons, and the aforeſaid ſheriffs of Middleſex, to wit, the ſaid R. T. eſquire, and B. C. eſquire, then and there returned on the ſaid writ to our ſaid lord the king, that the ſaid ſir F. V. in the ſaid writ named, was not found in his bailiwick, as by the ſaid writ and the return thereof, *which were afterwards, and before the exhibiting of the bill of the ſaid plaintiffs*

Replication to the 2d plea, that there is ſuch record of the cognizance.

Replication to 3d plea, ſetting out a writ of *ca. ſa.* againſt the principal and a return thereof.

plaintiffs againſt the ſaid defendant, duly filed in the ſaid court of our ſaid lord the king, before the king himſelf at Weſtminſter, and now there remaining, more fully appears; and this they the ſaid plaintiffs are ready to verify; wherefore they pray judgment and their debt aforeſaid, together with their damages by them ſuſtained on occaſion of the detention thereof, to be adjudged to them, &c.: And as to the ſaid plea of the ſaid defendant by him fourthly above pleaded in bar, they the ſaid plaintiffs, by like leave, &c. ſay, that they by reaſon of any thing therein alledged ought not to be barred from having and maintaining their aforeſaid action againſt him the ſaid defendant; becauſe they ſay, that the ſeveral promiſes and undertakings mentioned in the ſaid declaration, whereon the judgment aforeſaid was recovered, were in the ſaid declaration alledged to have been and to be made in the county of Middleſex, and that after the recovery of the judgment aforeſaid, and before the exhibiting of the bill of them the ſaid plaintiffs againſt the ſaid defendant, to wit, on the ſixth day of November, in the twenty-third year aforeſaid, they the ſaid plaintiffs ſued out and proſecuted out of the ſaid court of our ſaid lord the king, before the king himſelf, the ſaid court then and ſtill being held at Weſtminſter aforeſaid, in the ſaid county of Middleſex, a certain writ of our ſaid lord the king called a *capias ad ſatisfaciendum* of and upon the ſaid judgment, directed to the then ſheriff of Middleſex, by which ſaid writ our ſaid lord the king commanded, &c. [as in the laſt plea from this × to this +, omitting what is in Italic, then proceed as follows]: And the ſaid plaintiffs in fact further ſay, that the ſaid ſir F. V. at the time of ſuing out, returning, and filing the ſaid writ of *capias ad ſatisfaciendum* againſt him the ſaid ſir F. V. in manner aforeſaid, was and ſtill is living and in full life, to wit, at Weſtminſter aforeſaid; and this they the ſaid plaintiffs are ready to verify; wherefore they pray judgment and their debt aforeſaid, together with their damages by them ſuſtained on occaſion thereof, to be adjudged to them, &c.

S. SHEPHERD.

And the ſaid defendant, as to the ſaid plea of the ſaid plaintiffs by them above pleaded by way of reply to the ſaid plea of the ſaid defendant by him thirdly above pleaded in bar, ſays, that the ſaid plaintiffs by reaſon of any thing in the ſaid plea ſo pleaded by way of reply above alledged ought not to have or maintain their aforeſaid action againſt him the ſaid defendant; becauſe he ſaith there is no ſuch record of the ſaid writ of *capias ad ſatisfaciendum* returned and filed of record in the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, as they the ſaid plaintiffs have above in their ſaid plea ſo pleaded by way of reply in that behalf alledged; and of this he puts himſelf upon the country, &c.: And as to the ſaid plea of the ſaid plaintiffs by them above pleaded by way of reply to the ſaid plea of the ſaid defendant by him fourthly above pleaded, the ſaid defendant ſays, that they the ſaid plaintiffs by reaſon of any thing in their ſaid laſt-mentioned

plea

plea ſo pleaded by way of reply alledged, ought not to have or maintain their aforeſaid action againſt him; becauſe he ſays, that by the courſe and practice of the court of our lord the now king, before the king himſelf, all judicial writs iſſuing out of the ſaid court in any term are teſted as of the firſt day of that term, and that accordingly the ſaid writ of *capias ad ſatisfaciendum* in the ſaid laſt-mentioned plea ſo pleaded by way of reply, alledged to have been ſued and proſecuted out of the ſaid court of our ſaid lord the now king, before the king himſelf, although the ſame was teſted, and *prima facie* appears to have been ſued and proſecuted out of the ſame court on the ſixth day of November, being the firſt day of Michaelmas term, in the twenty-third year aforeſaid, was really and *bona fide* ſued and proſecuted out of the ſame court on the twenty-fourth of November, in the twenty-third year aforeſaid, and not before, and that at the time when the ſaid writ of *capias ad ſatisfaciendum* was ſo ſued and proſecuted out of the ſaid court of the ſaid lord the king, before the king himſelf, in manner aforeſaid, the ſaid ſir J. V. was dead, to wit, at Weſtminſter aforeſaid; and of this the ſaid defendant puts himſelf upon the country, &c.

Cauſes of demurrer to rejoinder.

C. RUNNINGTON.

And the ſaid plaintiffs, as to the ſaid plea of the ſaid defendant by him above pleaded by way of rejoinder to the ſaid plea of the ſaid plaintiffs by them above pleaded by way of reply to the ſaid plea of the ſaid defendant by him thirdly above pleaded in bar, ſay, that the ſaid plea of the ſaid defendant ſo by him pleaded by way of rejoinder and the matters therein contained, in manner and form as the ſame are above pleaded and ſet forth, are not ſufficient in law to bar them the ſaid plaintiffs from having and maintaining their aforeſaid action againſt him, nor are they under any neceſſity or in anywiſe bound by the law of the land to anſwer thereto; and this they are ready to verify; wherefore and for want of a ſufficient rejoinder in this behalf they the ſaid plaintiffs pray judgment and their debt aforeſaid, together with their damages by them ſuſtained on occaſion of the detention thereof to be adjudged to them: And for cauſes of demurrer in law, according to the form of the ſtatute in ſuch caſe made and provided, they the ſaid plaintiffs aſſign and ſhew to the court here as follows, to wit, for that the ſaid defendant hath not in or by his ſaid rejoinder confeſſed, traverſed, or denied the ſaid replication of the ſaid plaintiffs to which the ſaid rejoinder is pleaded, but hath offered an iſſue upon a collateral and foreign point; and for that the ſaid defendant hath in and by his ſaid rejoinder only traverſed and denied the evidence of the fact diſcloſed and ſet forth in the replication to which ſuch rejoinder is pleaded, and not the fact itſelf; and for that the ſaid rejoinder is concluded to the country, whereas inaſmuch as the point and iſſue can only be tried by the record of the writ mentioned in the replication to which ſuch rejoinder is pleaded, or by the writ itſelf, ſo the ſaid rejoinder ſhould have been concluded

Demurrer, cauſes.

Cauſes of demurrer in law to rejoinder.

with a verification or to the court, or the ſame ſhould have merely negatived the fact ſet forth in the ſaid replication; and for that the ſaid rejoinder is in various other reſpects uncertain, inſufficient, and informal, &c.: And as to the ſaid plea of the ſaid defendant by him above pleaded by way of rejoinder to the ſaid plea of the ſaid plaintiffs by them above pleaded by way of reply to the ſaid plea of the ſaid defendant by him fourthly above pleaded in bar, they the ſaid plaintiffs ſay, that the ſaid plea of the ſaid defendant ſo by him pleaded by way of rejoinder and the matters therein contained, &c. [demur as before]; and for cauſes of demurrer, &c. [as before]; for that the ſaid defendant hath with reſpect to him is altogether immaterial; and for that he hath concluded the ſaid rejoinder to the country when he ſhould have concluded it with a verification and to the court; and for that the ſaid rejoinder is in various other reſpects uncertain, inſufficient, and informal, &c.

V. LAWES.

And the ſaid defendant ſays, that the ſaid plea of the ſaid defendant by him above pleaded by way of rejoinder to the ſaid plea of the ſaid plaintiffs by them above pleaded by way of reply to the ſaid plea of the ſaid defendant by him thirdly above pleaded in bar, and the matters therein contained, in manner and form as the ſame are above pleaded and ſet forth, are ſufficient in law to bar them the ſaid plaintiffs from having and maintaining their aforeſaid action againſt him; and this he is ready to verify and prove as the court ſhall award; and becauſe the ſaid plaintiffs have not anſwered the ſaid rejoinder he the ſaid defendant prays judgment, and that the ſaid plaintiffs may be barred from having their ſaid action thereof againſt him; and as to the ſaid plea of the ſaid defendant by him above pleaded by way of rejoinder, &c. he the ſaid defendant ſays, that the ſaid plea of him the ſaid defendant ſo by him pleaded by way of rejoinder and the matters therein contained, as the ſame are above pleaded and ſet forth, are ſufficient, &c. [as before]; but becauſe the court of our ſaid lord the king, before the king himſelf, will adviſe amongſt themſelves what judgment to give upon the laſt-mentioned iſſues whereon the ſaid parties have put themſelves upon the judgment of the court here, before they give judgment thereon, a day is therefore given to the parties aforeſaid to come before our lord the king at Weſtminſter, on next after , to hear judgment thereon, becauſe that the court of our lord the king now here is not yet adviſed thereof, and becauſe the ſaid court here will examine into and inſpect the records of the ſaid court here, to ſee whether there be ſuch a record of the ſame judgment in the ſaid declaration mentioned, and ſuch a record of ſuch a recognizance in the ſaid declaration mentioned, as in the ſaid declaration is alledged, before they give judgment upon the premiſes in that reſpect referred to their determination, the ſame day, that is to ſay, the ſaid next after is therefore given to the parties aforeſaid to come before our lord the king at Weſtminſter to hear judgment thereon, for that the ſaid court here

is

is not yet adviſed thereof, and to try the iſſue above joined to be tried by the country, let a jury come before our lord the king at Weſtminſter, on next after , by whom, &c. and who neither, &c. to recognize, &c. becauſe as well, &c. the ſame day is given to the ſaid parties there, &c.

Hilary Term, 25. Geo. III.

Declaration on recognizance of bail in error after judgment affirmed in exchequer chamber.

MIDDLESEX, to wit. John Belleny complains of William Watt and Robert Stunell, being, &c. of a plea that they render to the ſaid John the ſum of one hundred and twenty pounds twelve ſhillings and ſixpence of lawful money of Great Britain, which they owe to and unjuſtly detain from him; for that whereas the ſaid William heretofore, to wit, on the ſecond day of February, A. D. 1784, before Edward Willes, eſquire, then and ſtill being one of the juſtices of our lord the king, aſſigned to hold pleas in the court of our ſaid lord the king, before the king himſelf, at his chambers, ſituate in Serjeant's-inn, Chancery-lane, London, come the ſaid William and Robert in their own proper perſons, and then and there, by their ſeveral names and additions of William Watt, of Stepney-Cauſeway, in the pariſh of St. Dunſtan, Stepney, in the county of Middleſex, mariner, and Robert Stunell, of Palſgrave-place, Temple-bar, in the ſaid county of Middleſex, hair-dreſſer, according to the form of the ſtatute in ſuch caſe made and provided, acknowledged themſelves to owe to the ſaid John the ſum of one hundred and twenty pounds twelve ſhillings and ſixpence of lawful money of Great Britain, to be paid to the ſaid John, his executors, or aſſigns, and unleſs they ſhould ſo do, the ſaid William and Robert did grant and agree that the ſaid ſum of one hundred and twenty pounds twelve ſhillings and ſixpence of their lands and chattels ſhould be made and levied to the uſe of the ſaid John, upon condition nevertheleſs reciting that the aforeſaid John had then lately in the court of our ſaid lord the king, before the king himſelf, at Weſtminſter, by bill, without the writ of our ſaid lord the king, and by the judgment of the ſame court recovered againſt Alexander Watt ſeventy-two pounds for his damages, which he had ſuſtained as well by reaſon of the not performing certain promiſes and undertakings then lately made by the ſaid Alexander Watt to the ſaid John as for his coſts and charges by him about his ſuit in that behalf expended, whereof the ſaid Alexander had been convicted, as appeared of record in the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter; and alſo reciting that the ſaid Alexander Watt had brought a writ of error upon the judgment aforeſaid, returnable before the juſtices of the ſaid lord the king of the common bench, and the barons of the exchequer, of the degree of the coif, in the exchequer chamber, on Saturday the thirty-firſt day of January, in the twenty-fourth year of the reign of our ſaid lord the king, if therefore the ſaid Alexander ſhould proſecute the ſaid writ of error with effect, and alſo ſhould pay and ſatisfy to the ſaid John, if the ſaid judgment

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ſhould be affirmed, or the ſaid writ of error ſhould be diſcontinued in his default, or he ſhould be nonſuit therein, as well the damages aforeſaid adjudged upon the ſaid judgment, as alſo all ſuch coſts, charges, and damages as ſhould be awarded to the ſaid John for the delaying the execution of the judgment aforeſaid, by pretext of proſecuting the ſaid writ of error, then that recognizance ſhould be void, or elſe ſhould be and remain in full force and virtue, which ſaid recognizance ſo acknowledged as aforeſaid, together with the condition thereof afterwards, to wit, on Thurſday next after eight days of the purification of the Bleſſed Virgin Mary, in the term of St. Hilary, in the twenty-fourth year of the reign of our ſaid lord the king, by the ſaid Edward Willes, eſquire, was recorded in the court of our ſaid lord the king, before the king himſelf, the ſame court then and ſtill being holden at Weſtminſter, in the county of Middleſex aforeſaid, as by the record of the ſaid recognizance and the condition thereof remaining in the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter, in the county of Middleſex aforeſaid, manifeſtly appears: And the ſaid John further ſays, that the ſaid Alexander Watt proſecuted the writ of error in the exchequer chamber aforeſaid, and ſuch proceedings were thereupon had in the ſaid exchequer chamber before the juſtices and barons aforeſaid, that afterwards, to wit, on Monday the thirty-firſt day of January, in the twenty-fourth year of the reign of our ſaid lord the king, the judgment aforeſaid was in all things affirmed: And the ſaid John by the conſideration of that court did recover againſt the ſaid Alexander Watt fifteen pounds ten ſhillings adjudged to him at his requeſt by that court for the damages, coſts, and charges ſuſtained by reaſon of the delay of the execution of that judgment, and by the proſecution of the ſaid writ of error, and thereupon the record and proceedings of the ſaid juſtices of the common bench and barons of the exchequer before them had in the premiſes were remitted before the ſaid lord the king wheresoever, &c. according to the form of the ſtatute in that caſe made and provided, as by the record and proceedings thereof now remaining in the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, manifeſtly appears: And the ſaid John in fact ſays, that the ſaid Alexander Watt hath not paid or ſatisfied to the ſaid John the damages aforeſaid ſo recovered by the ſaid John againſt the ſaid Alexander Watt in the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, nor the ſaid damages, coſts, and charges adjudged in the ſaid exchequer chamber by reaſon of the delay of the execution of that judgment, and by the proſecution of the ſaid writ of error: And the ſaid John avers, that as well the aforeſaid recognizance as the judgment aforeſaid remain in their full force, ſtrength, and effect, not in anywiſe reverſed, vacated, and ſatisfied, and the ſaid John has not ſued out or obtained any execution upon the aforeſaid recognizance, whereby an action hath accrued to the ſaid John to demand and have of the ſaid William and Robert

bert the aforeſaid ſum of one hundred and twenty pounds twelve ſhillings and ſixpence above demanded; yet the ſaid William and Robert, although often requeſted, &c. have not, nor hath either of them yet paid the ſaid ſum of one hundred and twenty pounds twelve ſhillings and ſixpence above demanded or any part thereof to the ſaid John; but to pay the ſame or any part thereof to the ſaid John, they the ſaid William and Robert have, and each of them hath hitherto wholly refuſed, and ſtill do refuſe, to the ſaid John his damage of twenty pounds; and therefore he brings his ſuit, &c.

C. RUNNINGTON.

Demurrer.

And the ſaid Robert, by John A. his attorney, comes and defends the wrong and injury, when, &c. and ſays, that the ſaid declaration and the matters therein contained are not ſufficient in law for the ſaid John to have or maintain his aforeſaid action againſt him the ſaid Robert, to which ſaid declaration, in manner and form as the ſame is above made and ſet forth, he the ſaid Robert is not under any neceſſity, or in anywiſe bound by the laws of the land to anſwer; and this he is ready to verify; wherefore for want of a ſufficient declaration in this behalf, he the ſaid Robert prays judgment, and that the ſaid John may be barred from having and maintaining his aforeſaid action thereof againſt him; and for cauſes of demurrer in law in this behalf, he the ſaid Robert, according to the form of the ſtatute in ſuch caſe made and provided, ſhews to the court here the cauſes following, to wit, for that the ſaid declaration is intitled generally of Hilary term, in the twenty fifth year of his preſent majeſty, which refers and relates to the firſt day of that term, being the twenty-fourth day of January in that year; and it is alſo ſtated in and by the ſaid declaration, that the ſaid judgment in the ſaid declaration mentioned was affirmed in the exchequer chamber aforeſaid before the juſtices and barons there on Monday the thirty-firſt day of January, in the ſaid twenty-fifth year, which is ſubſequent to the ſaid time of the exhibiting of the aforeſaid bill of the ſaid John againſt the ſaid Robert, and therefore it appears from the face of the ſaid declaration that the ſaid pretended cauſe of action in the ſaid declaration mentioned had not accrued to the ſaid John at the time of his exhibiting his aforeſaid bill againſt the ſaid Robert in manner aforeſaid; and alſo for that the ſaid declaration is in other reſpects defective, inſufficient, informal, and ſo forth.

W. WALTON.

Trinity Term, 25. Geo. III.

Declaration debt againſt on their recognizance.

MIDDLESEX, to wit. John Harland, late of Weſtminſter, in the county of Middleſex, taylor, and Robert Moſcrop, late of the ſame place, in the county aforeſaid, gardener, were ſummoned to anſwer to Alexander Bean, in a plea that they render unto the ſaid Alexander Bean twenty pounds of lawful money of Great Britain, which they owe to and unjuſtly detain from him, &c.; and thereupon

thereupon the ſaid Alexander, by James Mitchell his attorney, complains; for that whereas the ſaid John and Robert heretofore, to wit, in Michaelmas term, in the twenty-fifth year of the reign of our lord the now king, in their own proper perſons came into his majeſty's court of the bench here, to wit, at Weſtminſter, in the county of Middleſex, and then and there in the ſame court, before Alexander lord Loughborough and his companions, juſtices of the ſame court, did acknowledge, and each of them acknowledged that they owed to the ſaid Alexander twenty pounds, which ſaid ſum of twenty pounds they the ſaid John and Robert for themſelves and their heirs conſented and granted, and each of them for himſelf and his heirs conſented and granted, ſhould be made of their and each of their lands and chattels, and to the uſe and behoof of the ſaid Alexander levied upon and under a certain condition, to wit, if judgment ſhould happen in the ſame court here to be given for the ſaid Alexander againſt one Samuel Schoultz, in a certain plea, to wit, a plea of treſpaſs and aſſault theretofore brought in the ſame court by the ſaid Alexander againſt the ſaid Samuel Schoultz, then the ſaid Samuel Schoultz ſhould ſatisfy all the damages which ſhould be adjudged unto the ſaid Alexander againſt the ſaid Samuel Schoultz in the ſame court here in the ſaid plea, or ſhould render his body to the priſon of the Fleet on that occaſion, as by the record thereof remaining in the ſaid court here, to wit, at Weſtminſter aforeſaid, more fully appears: And whereas after the entering into the ſaid recognizance, to wit, in Eaſter term, in the twenty-fifth year aforeſaid, judgment was given in the ſaid court here, before the ſaid Alexander lord Loughborough and his companions, then his majeſty's juſtices of the bench here, to wit, at Weſtminſter aforeſaid, for the ſaid Alexander againſt the ſaid Samuel Schoultz in the plea aforeſaid; and the ſaid Alexander then and there by the conſideration of the ſaid court recovered againſt the ſaid Samuel Schoultz in the ſaid plea ſeventy-ſeven pounds, which in and by the ſaid court here were then and there adjudged to the ſaid Alexander for his damages which he had ſuſtained, as well on occaſion of a certain treſpaſs and aſſault theretofore committed by the ſaid Samuel Schoultz towards the ſaid Alexander, as for his coſts and charges by him about his ſuit in that behalf expended, whereof the ſaid Samuel Schoultz was convicted, as by the record and proceedings thereof remaining in the ſaid court here, to wit, at Weſtminſter aforeſaid, more fully appears: And the ſaid Alexander avers, that the ſaid Samuel Schoultz hath not yet ſatisfied him the ſaid Alexander the ſaid damages ſo to him adjudged as aforeſaid, or any part thereof, nor rendered his body to the ſaid priſon of the Fleet on that occaſion, nor hath he the ſaid Alexander as yet obtained execution of or upon the ſaid judgment and recognizance, or either of them, but the ſaid judgment and recognizance are and each of them is in full force, ſtrength, and effect, not in the leaſt reverſed, annulled, ſet aſide, paid off, or ſatisfied, whereby another action hath accrued to the ſaid Alexander to demand and have of and from the

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ſaid John and Robert the ſaid twenty pounds above demanded, according to the form and effect of the ſaid recognizance; yet the ſaid John and Robert, although often requeſted, have not, nor hath either of them yet paid the ſaid twenty pounds to the ſaid Alexander; but to pay the ſame or any part thereof have altogether refuſed, and ſtill do and each of them doth refuſe; damage twenty pounds; ſuit, &c. V. LAWES.

Plea that before any *capias ad ſatisfaciendum* iſſued principal died.

And the ſaid John and Robert, by Alexander How their attorney, ſay, that the ſaid Alexander Bean ought not to have or maintain his ſaid action againſt them to recover his damages aforeſaid, by pretence of his ſaid recognizance; becauſe they ſay, that the ſaid Samuel Schoultz, in the ſaid judgment mentioned, before the return of any writ of *capias ad ſatisfaciendum* thereon againſt him, died, to wit, at Weſtminſter aforeſaid, in the county aforeſaid; and this, &c.; whereof, &c.; if, &c.

J. ADAIR.

Plea of no record of recognizance.

AND the ſaid defendant, by A. B. his attorney, comes, &c. and ſays, that the ſaid plaintiff ought not to have execution of the debt and damages aforeſaid againſt him, becauſe he ſays, that there is not any record of the recognizance in the ſaid declaration mentioned remaining in the ſaid court of our ſaid lord the king, &c.; and this, &c.; wherefore, &c. if the ſaid plaintiff ought to have execution of the debt and damages aforeſaid againſt him, &c.

J. MORGAN.

Declaration on ſtatute merchant.

THAT whereas the ſaid defendant on, &c. in the twenty-ſeventh year of the reign of, &c. at, &c. by his certain writing-obligatory of ſtatute merchant, acknowledged before W. P. then mayor of that city, and H. F. then clerk, appointed to take recognizance of debt, as the ſeal of the ſaid Queen, appointed for the ſealing of ſuch writings, according to the form of the ſtatute in ſuch caſe made and provided, acknowledged himſelf to be bound to N. and N. or either of them in the ſaid one hundred pounds, to be paid to the ſaid N. and N. or either of them, on then next enſuing; yet the ſaid defendant, although often requeſted, hath not paid the ſaid one hundred pounds to the ſaid N. and N. or to either of them; but to pay the ſame, &c. and thereupon, &c. and the ſaid N. and N. bring here into court, &c.

Hilary Term, 29. Geo. III.

Declaration debt againſt both the bail, their recognizance entered into on proſecuting a writ of error in the exchequer chamber.

MIDDLESEX, to wit. Edward Holland, eſquire, complains of Mary Deale and William Gardner, being, &c.; for that whereas heretofore, that is to ſay, on the fourth day of February 1788, the ſaid defendants by the ſeveral and reſpective names and deſcriptions

deſcriptions of, &c. and of, &c. came in their proper perſons before ſir William Aſhhurſt, knight, then and ſtill one of the juſtices of the ſaid lord the king, aſſigned to hold pleas before the king himſelf, at his chambers in Serjeant's-inn, Chancery-lane, London, according to the form of the ſtatute in that caſe made and provided, acknowledged themſelves, and each of them ſeparately did acknowledge herſelf and himſelf to owe to Edward Holland, eſquire, the ſum of one thouſand two hundred pounds of, &c. to be paid to the ſaid Edward, his executors, or aſſigns, and unleſs they ſhould ſo do ſame, the ſaid defendants did grant and agree, and each of them for herſelf and himſelf did grant and agree that the aforeſaid one thouſand two hundred pounds of their and each of their lands and chattels ſhould be ſeized and levied to the uſe of the ſaid E. H. upon condition nevertheleſs nevertheleſs, that the aforeſaid E. H. in the court of our ſaid lord the king, before the king himſelf, by bill, and without the writ of our ſaid lord the king, and by the judgment of the ſame court recovered againſt one J. F. ſix hundred pounds for debt, and nineteen pounds for his damages which he had ſuſtained as well by reaſon of the detention of that debt, as for his coſts and charges by him about his ſuit in that behalf expended, whereof the ſaid Joſeph had been convicted, as appeared in the ſaid court of our ſaid lord the King, before the king himſelf, at Weſtminſter, and alſo further reciting that the ſaid Joſeph had brought a writ of error upon the judgment aforeſaid returnable before the juſtices of our ſaid lord the king of the common bench, and the barons of the exchequer of the degree of the coif, in the exchequer chamber, on Thurſday the thirty-firſt day of January, in the twenty-eighth year of the reign of our ſaid lord the king; if therefore the ſaid Joſeph ſhould proſecute the ſaid writ of error with effect, and alſo ſhould ſatisfy and pay to the ſaid E. H. if the ſaid judgment ſhould be affirmed, or the ſaid writ of error be diſcontinued by his default, or he ſhould be nonſuited thereon, as well the debt and damages aforeſaid adjudged upon the ſaid judgment, as alſo all ſuch coſts, charges, and damages which ſhould be awarded to the ſaid E. H. for the delaying of execution of the judgment aforeſaid, by the proſecuting the ſaid writ of error, then that recognizance ſhould be void, or elſe be and remain in full force and virtue, which ſaid recognizance taken and acknowledged with the condition thereof before the ſaid juſtice in form aforeſaid, he the ſaid juſtice afterwards, to wit, on Monday next after the morrow of the Purification of the Bleſſed Virgin Mary, in the term of St. Hilary, in the twenty-eighth year aforeſaid, recorded in the ſaid court of our ſaid lord the now King, before the king himſelf, the ſame court then and ſtill being at Weſtminſter, in the ſaid county of Middleſex, as by the record of the ſaid recognizance and the condition thereof remaining in the ſaid court of our ſaid lord the now King, before the King himſelf, to wit, at Weſtminſter aforeſaid, more fully appears: And the ſaid plaintiff further ſays, that the ſaid J. F. proſecuted the ſaid writ of error in the ſaid exchequer chamber, at Weſtminſter aforeſaid, againſt the

said Edward, and such proceedings were thereupon had in the said exchequer chamber, at Westminster aforesaid, before the said justices of our said lord the king of the common bench, and the barons of the exchequer of the degree of the coif, in the exchequer chamber aforesaid, that in this same term of St. Hilary, in the twenty-ninth year of the reign of our said lord the now king, the said judgment was in all things confirmed, and the said E. H. then and there by the consideration and judgment of that court, recovered against the said J. F. the sum of pounds adjudged to him the said E. R. at his request by that court for his costs, charges, and damages by him sustained by reason of the delay of the execution of that judgment by the prosecution of the said writ of error, and thereupon the record and proceedings aforesaid of the said justices of the said common bench, and the barons of the exchequer, before them had in the premises by the said justices and barons were remitted in the said court of our said lord the now king, before the king himself, at Westminster aforesaid, according to the form of the statute in such case made and provided, as by the record and proceedings thereof remaining in the said court of our said lord the now king, before the king himself, more fully and at large appears: And the said E. H. in fact says, that he the said J. F. hath not satisfied or paid to the said E. H. the debt and damages aforesaid adjudged upon the aforesaid judgment so recovered by the said E. H. against the said J. F. in the said court of our said lord the now king, before the king himself, at Westminster aforesaid, or any part thereof, nor the costs, charges, and damages adjudged in the exchequer chamber by reason of the delay of the execution of that judgment by the prosecution of the said writ of error or any part thereof: And the said E. H. further says, that as well the aforesaid recognizance, as the judgment aforesaid, remains in their full force, strength, and effect, and in no wise reversed, vacated, set aside, annulled, paid off, satisfied, or discharged; and the said E. H. hath not sued out any execution upon the aforesaid judgment and recognizance, or either of them; yet [illegible] aforesaid; yet, &c.

Declaration by MR. GRAHAM.

ON JUDGMENTS.

MIDDLESEX, to wit. C. D. complains of E. B. being, &c. in a plea that she render unto the said plaintiff thirty-one pounds of, &c. which she owes to and unjustly detains from him the said plaintiff; for that whereas the said E. B. heretofore, to wit, in Trinity term, in the twenty-ninth year of, &c. in the court of our lord the king, before the king himself, the said court then and there being held at Westminster, in the county of Middlesex, *by the judgment*

Declaration in debt on a judgment of nonsuit after trial, whilst the jury were withdrawn to consider of their verdict.

ment of the ſaid court recovered againſt the ſaid E. thirty-one pounds which in the ſaid court were then and there adjudged to the ſaid G. and with his aſſent, according to the form of the ſtatute in ſuch caſe made and provided for his coſts and charges which he had been put unto in and about his defence in a certain plea of treſpaſs on the caſe then lately commenced by the ſaid E. againſt the ſaid G. in the ſaid court, for that the ſaid E. did not proſecute her ſuit with effect, but became nonſuit therein, whereof the ſaid E. was convicted, as by the record and proceedings thereof in the ſaid court here remaining more fully appears, which ſaid judgment ſtill remains in full force and effect, not reverſed, vacated, diſcharged, or ſatisfied, and the ſaid G. hath not obtained any execution of that judgment, whereby an action hath accrued to the ſaid G. to demand and have of and from the ſaid E. the ſaid thirty-one pounds above demanded; yet the ſaid E. although often requeſted, hath not paid the ſaid thirty-one pounds or any part thereof to the ſaid G. but to pay the ſame or any part thereof to him hath hitherto wholly refuſed, and ſtill doth refuſe, to the ſaid plaintiff his damage of fifty pounds, &c. T. BARROW.

Declaration on judgment for not declaring.

(If the nonſuit was for not declaring, ſay inſtead of the words in Italic, as in the laſt precedent) "by the conſideration of the ſaid court recovered againſt the ſaid E. for his coſts and charges by him ſuſtained in and about his defence of a certain action theretofore brought againſt him the ſaid defendant by the ſaid plaintiff in the ſaid court here in a certain plea of treſpaſs, for that the ſaid defendant did not further proſecute his writ or bill."

Action of debt is local, and muſt be brought in that county where it was recovered, and the record is.

Declaration on a judgment in C. P. but removed into K. B. by writ of error.

MILKEY *againſt* WHITTINGHAM. } M. H. late of, &c. was ſummoned to anſwer M. H. adminiſtratrix of, &c. in a plea that ſhe the ſaid defendant render to the ſaid plaintiff, as ſuch adminiſtratrix as aforeſaid, thirty-five pounds of, &c. which ſhe the ſaid defendant owes to and unjuſtly detains from her the ſaid plaintiff, as ſuch adminiſtratrix as aforeſaid; and thereupon the ſaid plaintiff, adminiſtratrix as aforeſaid, by A. B. her attorney, complains; for that whereas the ſaid plaintiff, as ſuch adminiſtratrix as aforeſaid heretofore, to wit, in Trinity term, in the twenty-fifth year of the reign, &c. in the court of our lord the king, before A. L. and his brethren, then his majeſty's juſtices of the bench at Weſtminſter, in the ſaid county of Middleſex, by the conſideration of the ſaid court recovered againſt the ſaid defendant pounds, &c. which in and by the ſaid court were then and there adjudged to the ſaid plaintiff as ſuch adminiſtratrix as aforeſaid for her damages which ſhe had ſuſtained, as well by reaſon of the non-performance of certain promiſes and undertakings made by the ſaid defendant

to

to the ſaid D. in his lifetime, as for her coſts and charges by her about her ſuit in that behalf expended, whereof the ſaid defendant was convicted, as by the record and proceeding thereof which for certain ſuppoſed cauſes for error were afterwards removed into the court of our lord the king, before the king himſelf (the ſaid court then and ſtill being holden at Weſtminſter aforeſaid, in the county aforeſaid), and are now there remaining, more fully appears; which ſaid judgment ſtill remains in full force and effect, not reverſed, paid off, or ſatisfied, nor hath the ſaid plaintiff as yet obtained execution of the ſame, whereby an action hath accrued to the ſaid plaintiff, as ſuch adminiſtratix as aforeſaid, to demand and have of and from the ſaid pounds ſo by her recovered as aforeſaid, parcel of the ſaid pounds above demanded; And whereas (2d Count as upon a judgment remaining in the court below, and not as removed by the writ of error. Common concluſion in debt.) 2d Count.

V. LAWES.

BENJAMIN BOOTH complains of H. Holland Cookſey being, &c. in a plea that he render unto the ſaid plaintiff one hundred pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from him; for that whereas the ſaid plaintiff heretofore, in the ſame term in the twenty-ninth year of the reign of our lord the now king, in the court of our lord the now king, before the king himſelf here (the ſaid court then and ſtill being held at Weſtminſter, in the county of Middleſex), by the conſideration and judgment of the ſaid court did recover againſt the ſaid defendant the ſum of pounds, which in and by the ſaid court of our ſaid lord the king, before the king himſelf here, was adjudged to the ſaid plaintiff for the damages which he had ſuſtained as well by reaſon of the committing of a certain treſpaſs before then committed by him the ſaid defendant as for his coſts and charges by him about his ſuit in that behalf expended, whereof the ſaid defendant was convicted, as by the record and proceedings thereof ſtill remaining in the ſaid court of our ſaid lord the king, before the king himſelf, more fully appear; which ſaid judgment ſtill remains in full force, ſtrength, and effect, not in anywiſe reverſed, vacated, or paid off, and the ſaid Benjamin hath not as yet ſued out or obtained any execution of or upon the aforeſaid judgment ſo in form aforeſaid recovered, whereby an action hath accrued to the ſaid plaintiff to demand and have of and from the ſaid defendant the ſaid ſum of pounds, parcel of the ſaid ſum of pounds above demanded: And whereas the ſaid defendant heretofore, to wit, on, &c. at, &c. borrowed of the ſaid plaintiff pounds of lawful, &c. to be repaid by him the ſaid defendant to the ſaid plaintiff, when he the ſaid defendant ſhould be thereto afterwards requeſted, whereby an action hath accrued to the ſaid plaintiff to demand and have of and from the ſaid defendant the ſaid ſum of pounds, reſidue of the ſaid

Declaration on judgment recovered in King's Bench.

2d Count, on a *mutuatus*.

ſum of pounds above demanded; yet, &c. (Conclusion.) (Common conclusion.) V. LAWES.

Michaelmas Term, 28. Geo. III.

MIDDLESEX, to wit. William Shepherd, late of, &c. George Cooke, late of, &c. Joſeph Kilner, late of, &c. were ſummoned to anſwer John Entwiſtle, James Entwiſtle, and James Sturtwate of a plea that they render to the ſaid plaintiffs five thouſand forty-three pounds of lawful money of Great Britain, which they owe to and unjuſtly detain from them; and thereupon the ſaid plaintiffs, by A. B. their attorney, complain; for that whereas the ſaid plaintiffs, in Eaſter term, in the twenty-ſeventh year of the reign of our lord the now king, in the court of our ſaid lord the king of the bench, before the right honourable Alexander lord Loughborough and his brethren, our ſaid lord the king's juſtices of the bench at Weſtminſter, in the ſaid county of Middleſex, by writ and by the conſideration and judgment of the ſaid court, recovered againſt the ſaid defendants five thouſand and forty-three pounds for their damages which they had ſuſtained as well by reaſon of the non-performance of certain promiſes and undertakings by them the ſaid defendants before that time made to the ſaid plaintiffs as for the coſts and charges of the ſaid plaintiffs by them about their ſuit in that behalf expended, by the ſame court of the bench adjudged to them the ſaid plaintiffs, whereof the ſaid defendants are convicted, as by the record and proceedings thereof which our ſaid lord the king lately cauſed to be removed into the court of our lord the king here, before the king himſelf, by virtue of a certain writ for correcting errors proſecuted by the ſaid defendants thereon, and which remains in the court of our ſaid lord the king, before the king himſelf here, at Weſtminſter, it moſt manifeſtly appears; which ſaid judgment is ſtill remaining in its full force, ſtrength, and effect, not paid, ſatisfied, in nowiſe annulled, vacated, reverſed, or diſcharged, nor have the ſaid plaintiffs nor any or either of them obtained any execution of the ſaid judgment or any part thereof, whereby an action hath accrued to the ſaid plaintiffs to demand and have of and from the ſaid defendants the ſaid ſum of five thouſand and forty-three pounds above demanded; yet the ſaid defendants have not, nor have any or either of them yet rendered or paid the ſaid ſum of five thouſand and forty-three pounds or any part thereof to the ſaid plaintiffs, or to any or either of them, although often requeſted ſo to do, but the ſaid defendants have, and each of them hath hitherto altogether refuſed, and ſtill do, and each of them ſtill doth refuſe to render or pay the ſame or any part thereof to the ſaid plaintiffs, or to any or either of them, whereupon the ſaid plaintiffs ſay that they are injured, and have ſuſtained damage to the value of five hundred pounds; and therefore, &c.

Drawn by MR. GRAHAM.

The Court would not ſtay proceedings in this action pending the writ of error, it appearing vexatious. 2. Durn. and Eaſt, 78.

MIDDLESEX

DEBT on NON PROSS in B. R.

MIDDLESEX, to wit. John Matthews complains of William Greenby being, &c of a plea that he render to him the ſaid John the ſum of twelve pounds of, &c which he owes to and unjuſtly detains from him, for that whereas the ſaid John heretofore, that is to ſay, in the term of St. Michael, in the twenty-eighth year of the reign of our ſaid lord the now king now laſt paſt, in the ſaid court of our ſaid lord the king, before the king himſelf, the ſame court then and ſtill being at Weſtminſter, in the ſaid county of Middleſex, by the conſideration of the ſame court, recovered againſt the ſaid William the ſaid ſum of twelve pounds for his coſts and charges by him laid out and expended in and about his defence in a certain action or ſuit brought by the ſaid William againſt the ſaid John for the ſuppoſed non-performance of certain ſuppoſed promiſes and undertakings made by the ſaid John to the ſaid William, adjudged to the ſaid John at his requeſt in and by the ſaid court, for that the ſaid William did neglect to bring the iſſue joined in the aforeſaid action or ſuit on to be tried according to the courſe and practice of the ſaid court, whereof the ſaid William is convicted, as by the record and proceedings thereof now remaining in the ſaid court of our ſaid lord the king, before the king at Weſtminſter aforeſaid, more fully appears which ſaid judgment ſtill remains in its full force, ſtrength, and effect, not in any wiſe annulled, vacated, or ſatisfied, and the ſaid John hath not yet obtained execution for the ſaid twelve pounds or any part thereof, whereby an action hath accrued to the ſaid John to demand and have of and from the ſaid William the ſaid ſum of twelve pounds above demanded, yet, &c (Common concluſion in debt.) *Drawn by* MR. GRAHAM.

Declaration debt on ment as in nonſuit going

Faſter Term, 27 Geo. III.

CARNARVONSHIRE, to wit. Robert Lewis complains of John Roberts, executor of the laſt will and teſtament of R. L. deceaſed, being, &c. in a plea that he render to him the ſum of thirty four pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from him, &c, for that whereas the ſaid R L heretofore, that is to ſay, in Hilary term, in the twenty-ſeventh year of the reign of our ſovereign lord the now king, in the court of our ſaid lord the king, before the king himſelf, the ſame court then and there being held at Weſtminſter, in the county of Middleſex, by the conſideration and judgment of the ſaid court, recovered againſt the ſaid John, as executor of the laſt will and teſtament of R. L. deceaſed, as well the ſaid thirty four pounds for his damages which he had ſuſtained by reaſon of the non performance of certain promiſes and undertakings by the ſaid R. L. deceaſed, in her lifetime made to the ſaid Robert, as alſo eighteen pounds for the coſts and charges of the ſaid Robert by him about his ſuit in that behalf expended, to be levied of the pro-

Declaration judgment vered executor, promiſe trix for four pou damages, levied goods of trix, and teen pounds coſts, vied goods of tor, if the of teſtatrix insufficient, ſtating teſtatum ciat had under

ſheriff had levied the eighteen pounds of the goods of executor, and had returned trix, and ſuggeſting a *devaſtavit* by the executor to the amount of thirty four pounds

per goods and chattels which were of the ſaid R. L. deceaſed at the time of her death in the hands of the ſaid John, as executor as aforeſaid to be adminiſtered, if he had ſo much thereof in his hands to be adminiſtered, and if the ſaid J. R. executor as aforeſaid, had not ſo much of the proper goods and chattels which were of the ſaid R. L. at the time of her death in his hands to be adminiſtered, then the ſaid eighteen pounds, the coſts and charges aforeſaid, to be levied of the proper goods and chattels of the ſaid John, whereof the ſaid John, as executor as aforeſaid, was convicted, as by the record and proceedings thereof now remaining in the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, more fully appears; which ſaid judgment ſtill remains in full force, ſtrength, and effect, and in nowiſe reverſed, cancelled, or vacated, nor hath he the ſaid Robert yet obtained any ſatisfaction for the ſame, except as hereinafter mentioned, to wit, at, &c. in, &c.: And the ſaid Robert further ſays, that after the giving the ſaid laſt-mentioned judgment, and whilſt the ſame remained in full force and effect, to wit, on, &c. in the twenty-ſeventh year of the reign of, &c. he the ſaid Robert, for the obtaining his damages, coſts, and charges aforeſaid ſued out of the court of our ſaid lord the king, before the king himſelf, the ſaid court then and ſtill being at Weſtminſter, in the county of Middleſex aforeſaid, a certain writ of our ſaid lord the king of *teſtatum fieri facias* directed to the ſheriff of the county of C. by which ſaid writ our ſaid lord the king commanded the ſaid ſheriff that of the goods and chattels that were of the ſaid R. L. at the time of her death in the hands of the ſaid John, executor as aforeſaid, to be adminiſtered in his the ſaid ſheriff's bailiwick, he cauſe to be made as well the ſaid ſum of thirty-four pounds ſo recovered by the ſaid Robert for his damages aforeſaid, as alſo the ſaid ſum of eighteen pounds for his coſts and charges by him about his ſuit in that behalf expended, to be levied of the goods and chattels which were of the ſaid R. L. at the time of her death in the hands of the ſaid John, executor as aforeſaid, to be adminiſtered, if the ſaid John had ſo much in his hands to be adminiſtered; and if the ſaid John, as executor as aforeſaid, had not ſo much of the proper goods and chattels which were of the ſaid R. L. at the time of her death in his hands to be adminiſtered, then the ſaid ſum of eighteen pounds, the coſts and charges aforeſaid, to be levied of the proper goods and chattels of the ſaid John, and that the ſaid ſheriff ſhould have the ſaid money before our ſaid lord the king, at Weſtminſter aforeſaid, on , next after , to be paid to the ſaid Robert for his damages, coſts, and charges aforeſaid, and that he ſhould have there then that writ; which ſaid writ afterwards, and before the return thereof, to wit, on, &c. in the twenty-ſeventh year of, &c. was delivered to A. B. eſquire, then being ſheriff of the ſaid county of C. to be by him executed in due form of law, to wit, at, &c. in, &c.; to which ſaid writ the ſaid ſheriff afterwards, and at the return of the ſaid writ, to wit, on Wedneſday next after fifteen days from

the day of Eaſter, returned to the ſaid court of our ſaid lord the king, before the king himſelf (the ſame court then and ſtill being at Weſtminſter aforeſaid), that the ſaid John, executor of the laſt will and teſtament of the ſaid R. L. had not any goods and chattels which were of the ſaid R. L. at the time of her death in his hands to be adminiſtered in the bailiwick of the ſaid ſheriff, whereof he could cauſe to be made the damages aforeſaid or any part thereof; and the ſaid ſheriff further certified that he had cauſed to be levied and made of the proper goods and chattels of the ſaid John eighteen pounds, the coſts and charges, as the ſaid ſheriff was commanded, as by the record of the ſaid writ and return thereof remaining affiled of record in the court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, amongſt other things, more fully appears: And the ſaid Robert ſays, that he the ſaid Robert is not yet ſatisfied the ſaid thirty-four pounds, the damages aforeſaid or any part thereof: And the ſaid Robert further ſays, that the ſaid John, after the giving of the ſaid laſt-mentioned judgment, and before the day of exhibiting the bill of the ſaid Robert, to wit, on, &c. in the twenty-ſeventh year of, &c. divers goods and chattels which were of the ſaid R. L. at the time of her death, to the value of the aforeſaid thirty-four pounds, the damages aforeſaid remaining unſatisfied, came to the hands of the ſaid John to be adminiſtered, ſold, waſted, eloigned, and converted and diſpoſed of to his own uſe, by reaſon whereof an action hath accrued to the ſaid Robert to demand and have of and from the ſaid John the ſaid ſum of thirty-four pounds above demanded; yet, &c. (Common concluſion in debt.)

Drawn by MR. GRAHAM.

Eaſter Term, 26. Geo. III.

MIDDLESEX, to wit. Michael Popping complains of Edward Ryan being, &c. of a plea that he render to him ſix hundred pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from him, &c.; for that whereas the ſaid Michael, in Eaſter term, in the twenty-fifth year of the reign of our ſovereign lord the now king, in the court of our ſaid lord the king, before the king himſelf, the ſame court then and ſtill being held at Weſtminſter, in the ſaid county of Middleſex, by the writ of our ſaid lord the now king, and by the conſideration and judgment of the ſame court, recovered againſt the ſaid Edward ſix hundred pounds for his damages which he had ſuſtained as well by reaſon and means of the not performing of certain promiſes and undertakings before that time made by the ſaid Edward to the ſaid Michael, as for his coſts and charges by him about his ſuit in that behalf expended, whereof the ſaid Edward is convicted, the record and proceſs of which ſaid judgment ſo as aforeſaid recovered, with all things touching the ſame, afterwards, on, &c. in the twenty-fifth year of the reign of the ſaid lord the now king, by virtue of

Declaration in debt on a judgment in B. R. in an action of aſſumpſit by original and writ of error into the Houſe of Lords, where judgment affirmed with forty pounds, part having been levied by fieri facias.

of a certain writ of our ſaid lord the now king for correcting errors, directed to the ſaid lord the king's right truſty and well-beloved William earl of Mansfield, chief juſtice of our ſaid lord the king, appointed to hold pleas before the king himſelf at the proſecution of the ſaid Edward, was ſent and had before our ſaid lord the king in his parliament, and ſuch proceedings were thereupon had before our ſaid lord the king in his parliament at Weſtminſter, in the ſaid county of Middleſex, that afterwards, to wit, on, &c. in the twenty-fifth year of the reign of our ſaid lord the now king, it was conſidered by the ſaid court of parliament that the ſaid Edward ſhould be in mercy, becauſe he had not further proſecuted his ſaid writ for correcting errors with effect, and that the ſaid Michael ſhould recover againſt the ſaid Edward forty pounds adjudged to the ſaid Michael by the ſame court of parliament for the damages, coſts, and charges which he had ſuſtained by reaſon of the delay of the execution of the judgment aforeſaid, for that the ſaid Edward had not further proſecuted his ſaid writ of error; and thereupon the ſaid record, and alſo the proceſs had in the ſaid court of parliament, were ſent back to the ſaid court of our ſaid lord the king, before the king himſelf, to the end that execution might be done thereupon, as by the record and proceedings aforeſaid remitted unto the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, and there remaining, more fully appears: And the ſaid Michael further ſays, that after the remiſſion of the ſaid record and proceedings aforeſaid, and after the rendition of the laſt-mentioned judgment, and whilſt the ſame was in full force and effect, to wit, on, &c. in the twenty-fifth year of the reign aforeſaid, he the ſaid Michael, for the obtaining the ſaid damages, coſts, and charged ſo as aforeſaid recovered in and by the ſeveral judgments, ſued out a certain writ of our ſaid lord the king of *teſtatum fieri facias* out of the ſaid court of our ſaid lord the king, before the king himſelf (the ſaid court then and there being at Weſtminſter aforeſaid), directed to the then ſheriff of Middleſex, by which ſaid writ our ſaid lord the king commanded the ſaid ſheriff that of the goods and chattels of the ſaid Edward in his bailiwick he ſhould cauſe to be made the ſaid ſeveral ſums of ſix hundred pounds and forty pounds ſo adjudged to the ſaid Michael in form aforeſaid, for his ſaid damages, coſts, and charges, and that he ſhould have that money before our ſaid lord the king in fifteen days of the Holy Trinity, whereſoever, &c. to render to the ſaid Michael for his damages, coſts, and charges aforeſaid; and that he ſhould have there then that writ; which ſaid writ afterwards, and before the return thereof, to wit, on, &c. in the twenty-fifth year of the reign aforeſaid, was delivered to J. B. eſquire and J. H. eſquire, then ſheriff of the ſaid county of Middleſex, to be by them executed in due form of law, that is to ſay, at, &c. in, &c.; to which ſaid writ the ſaid ſheriff afterwards and at the return of the ſaid writ, to wit, in fifteen days of the Holy Trinity, in the twenty-fifth year of the reign of our ſaid lord the now king, returned to the ſaid court of our ſaid

lord

lord the king, before the king himſelf, at Weſtminſter aforeſaid, that he had cauſed to be made of the goods and chattels of the ſaid Edward in his bailiwick forty-five pounds, which money he had paid to the ſaid Michael in ſatisfaction of ſo much of the damages in the ſaid writ mentioned, and that the ſaid Edward had not any other or more goods in his ſaid bailiwick whereof he could cauſe to be made the reſidue of the damages in the ſaid writ mentioned, or any part thereof: And the ſaid plaintiff in fact further ſaith, that the ſaid plaintiff hath not ſince obtained any further execution of the ſaid ſeveral judgments or either of them, but that the ſaid ſeveral judgments as to the reſidue of the ſaid ſeveral ſums of money ſo recovered by reaſon of the ſaid ſeveral judgments ſtill remain, and each of them ſtill remains in full force and virtue, and in no wiſe reverſed, vacated, annulled, paid off, ſatisfied, or diſcharged, by reaſon whereof an action hath accrued to the ſaid Michael to demand and have of and from the ſaid Edward the ſaid ſum of ſix hundred pounds above demanded, being the reſidue of the ſaid ſeveral ſums of ſix hundred pounds and forty-five pounds, amounting in the whole to ſix hundred and forty-five pounds ſo as aforeſaid recovered by the ſaid Michael upon and by virtue of the ſaid ſeveral judgments above-mentioned; yet the ſaid defendant hath not rendered the ſaid ſum of ſix hundred pounds or any part thereof to the ſaid Michael, although often requeſted ſo to do, but to render, &c. Damages, &c.

G. Wood.

Trinity Term, 27. Geo. III.

MONTGOMERYSHIRE, to wit. Richard Evans complains of John Wortington of a plea that he render to the ſaid John ten pounds of, &c. which he owes to and unjuſtly detains from him, &c.; for that whereas the ſaid Richard heretofore, that is to ſay, at the court baron of ſir W. W. Wynne, bart. and for the manor of A. in the ſaid county of M. and within the juriſdiction of the ſame court, on Monday the ſecond of October 1786, and in the twenty-ſixth year of the reign of our ſovereign lord the now king, before A. D. ſteward of the ſaid court, and C. D. &c. then free ſuitors of the ſaid court, came in his proper perſon and then and there in the ſaid court according to the cuſtom of the ſaid court levied his plaint againſt the ſaid John in a plea of treſpaſs on the caſe, to the ſaid Richard his damage of thirty-nine ſhillings and elevenpence, and for a certain cauſe of action happening and ariſing to the ſaid Richard againſt the ſaid John, within the juriſdiction of the ſaid court, and then and there found pledges to proſecute his ſaid plaint, to wit, John Doe and Richard Roe, and ſuch proceedings were thereupon had in the ſaid plea of the ſaid plaint, that afterwards, at the ſaid court baron of the ſaid ſir W. W. Wynne, bart. held in and for the ſaid manor, and within the juriſdiction of the ſaid court, on, &c. and in

Declaration in debt on a judgment recovered in a court baron.

in the twenty-ſeventh year of, &c. before the ſaid A. D. ſteward of the ſaid court, and C. D. &c. then and there free ſuitors of the ſaid court, the ſaid Richard then and there by the conſideration and judgment did recover in the ſaid plea of the ſaid plaint againſt the ſaid John as well the ſum of ſeven pounds for his damages by him ſuſtained by reaſon of the not performing certain promiſes and undertakings before that time made by the ſaid John to the ſaid Richard, as alſo two pounds nineteen ſhillings for his coſts and charges by him about his ſuit in that behalf expended, which ſaid damages, coſts, and charges, amount together in the whole to the ſum of three pounds ſix ſhillings, whereof the ſaid John was convicted, as by the memorandums and proceedings of the ſaid court there remaining in the ſaid court baron of the ſaid ſir W. W. Wynne more fully and at large appears; which ſaid judgment ſtill remains in its full force and effect, not in the leaſt reverſed, vacated, ſet aſide, annulled, or ſatisfied, and the ſaid Richard has not as yet obtained any execution of the ſaid judgment in form aforeſaid recovered, whereby an action hath accrued to the ſaid Richard to demand and have of and from the ſaid John the ſaid ſum of three pounds ſix ſhillings, parcel of the ſaid ten pounds above demanded. (Add a ſecond Count on a *mutuatus* for ſix pounds fourteen ſhillings; and a common breach)

Drawn by MR GRAHAM.

(a) Declaration in debt on judgment againſt the bail.

MIDDLESEX, to wit. Thomas Parke and George Jameſon complain of Thomas Bradſhaw being, &c. in a plea that he render to the ſaid T. P. and G. J. ninety-nine pounds ten ſhillings of lawful money of Great Britain, which he owes to and unjuſtly detains from them, &c.; for that whereas the ſaid T. P. and G. J. heretofore, to wit, in Eaſter term, in the twenty-fourth year of the reign of our lord the now king, in the court of our ſaid lord the now king, before the king himſelf here, to wit, at Weſtminſter, in the ſaid county of Middleſex, by bill without his majeſty's writ, and by the ſaid judgment of the ſaid court recovered againſt one T. R. ninety-nine pounds ten ſhillings for their damages which they had ſuſtained as well by reaſon of the not performing certain promiſes and undertakings theretofore made by him the ſaid T. R. to them the ſaid T. P. and G. J. as for their coſts and charges by them about their ſuit in that behalf expended, whereof the ſaid T. R. was convicted, as by the record and proceedings of the ſaid judgment now remaining in the ſaid court here, to wit, at Weſtminſter aforeſaid, fully appears: And whereas the ſaid T. B. heretofore, and whilſt the ſaid ſuit between the ſaid T. P. and G. J. and the ſaid T. R. was depending in the ſaid court here, that is to ſay, in Eaſter term, in the twenty-fourth year aforeſaid, came into the ſame court at Weſtminſter in the ſaid county of Middleſex, in his own proper perſon, and then and there in the ſame court became pledge and bail for the ſaid T. R. in the

(a) This is Debt on Recognizance of Bail. See Recognizances, ante.

ſaid

ſaid action or ſuit, in manner and to the effect following, to wit, that if it ſhould happen that the ſaid T. R. ſhould be condemned in the plea aforeſaid, then he the ſaid T. B. as ſuch bail as aforeſaid, did conſent and agree to pay all ſuch damages which ſhould be adjudged to the ſaid T. P. and G. J. in that ſuit, to be made and levied of his lands and chattels to the uſe and behoof of the ſaid T. P. and G. J. if it ſhould happen that the ſaid T. R. ſhould not pay the ſaid damages to the ſaid T. P. and G. J. nor render himſelf to the marſhal of the marſhalſea of our ſaid lord the king, before the king himſelf on that occaſion, as by the record of the ſaid recognizance remaining in the ſaid court here, to wit, at Weſtminſter aforeſaid, fully appears; which ſaid recognizance, together with the ſaid judgment ſo recovered by the ſaid T. P. and G. J. as aforeſaid, is and are in full force and effect, in no ways reverſed, annulled, or ſet aſide, nor have the ſaid T. P. and G. J. as yet obtained execution of or upon the ſame or either of them, nor hath the ſaid T. R. as yet paid to them the ſaid T. P. and G. J. or to either of them the ſaid damages ſo to them adjudged as aforeſaid, or any part thereof, nor rendered himſelf to the cuſtody of the marſhal of the marſhalſea of our ſaid lord the king, before the king himſelf on that occaſion, but the ſaid damages are ſtill wholly unpaid and unſatisfied, whereby an action hath accrued to the ſaid T. J. and G. P. to demand and have of and from the ſaid T. B. the ſaid ninety-nine pounds ten ſhillings above demanded, according to the force, form, and effect of the aforeſaid recognizance; yet the ſaid T. B. although often requeſted, hath not yet paid the ſaid ninety-nine pounds ten ſhillings or any part thereof to the ſaid T. P. and G. J. or either of them, but he ſo to do hath hitherto wholly refuſed, and ſtill refuſes ſo to do, to the damage of the ſaid T. P. and G. J. of twenty pounds; and therefore they bring their ſuit, &c. V. LAWES.

WESTCOTT *at ſuit of* HINDLE. } AND the ſaid T. H. by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, that the ſaid Joſeph ought not to have or maintain his aforeſaid action thereof againſt him; becauſe he ſays, that after the rendition of the ſaid judgment, and before the exhibiting the bill of the ſaid plaintiff, to wit, on, &c. in the twenty-ninth year of the reign of, &c. the ſaid Joſeph came into the ſaid court of our ſaid lord the now king, before the king himſelf, at Weſtminſter, in the county of Middleſex, and according to the form of the ſtatute in ſuch caſe made and provided, choſe to have delivered to him all the goods and chattels which were of the ſaid T. H. except his oxen and beaſts of his plough, and alſo a moiety of his lands and tenements of which the ſaid T. H. at the time of rendering the ſaid judgment or at any time afterwards, was ſeiſed, to have and to hold the ſaid goods and chattels as his proper goods and chattels, and alſo to hold the ſaid moiety of the ſaid lands and tenements as aforeſaid as his freehold to him and his aſſigns by a reaſonable price

Plea (to a declaration on a judgment) that after the obtaining of the judgment and before exhibiting the bill of plaintiff he ſued out an elegit.

price or extent until the aforeſaid Joſeph ſhould have recovered the damages in the ſaid judgment mentioned, according to the form of the ſtatute in ſuch caſe made and provided, whereupon by a certain writ of our ſaid lord the king of *elegit* it was then and there commanded by the ſaid court to the then ſheriff of Middleſex, that he ſhould cauſe to be delivered all the goods and chattels which were of the ſaid T. H. in his bailiwick, except the oxen and beaſts of his plough, and alſo a moiety of all the lands and tenements in his bailiwick of which the ſaid T. H. at the time of the rendition of the ſaid judgment or at any time afterwards, was ſeiſed, at a reaſonable price or extent, to have and to hold the ſaid goods and chattels as his proper goods and chattels, and alſo to hold a moiety of the ſaid lands and tenements as of his freehold to him and his aſſigns until the ſaid Joſeph ſhould have levied his damages aforeſaid, and in what manner the ſaid then ſheriff ſhould execute that writ, he the ſaid then ſheriff ſhould make appear to our ſaid lord the king at Weſtminſter, on, &c. under his ſeal or the ſeals of thoſe by whoſe oath ſhould have been made ſuch extent and appraiſement, and that the ſaid then ſheriff ſhould have there then the names of thoſe by whoſe oath he ſhould make the ſaid appraiſement, and that writ, which ſaid writ the ſaid Joſeph afterwards, and before the return thereof, to wit, on, &c. in the twenty-ninth, &c. delivered to the ſaid then ſheriff of the ſaid county of Middleſex, in due form of law to be executed, by which ſaid writ afterwards, by a certain inquiſition taken at Weſtminſter, in the ſaid county of Middleſex, on, &c. in the twenty-ninth year aforeſaid, before the ſaid ſheriff, by the oath of twelve good and lawful men of his bailiwick, it was found that the ſaid T. H. on the day of taking the ſaid inquiſition, was poſſeſſed of divers goods and chattels in the ſaid inquiſition mentioned of the value of ten pounds; and that the ſaid T. H. on the day of taking the ſaid inquiſition, was ſeiſed of one meſſuage, likewiſe mentioned in the ſaid inquiſition, and that the ſaid ſheriff delivered the ſaid goods and chattels in the ſaid inquiſition mentioned, and the moiety of the ſaid lands and tenements in the ſaid inquiſition alſo mentioned, on the day of taking the ſaid inquiſition, to the ſaid Joſeph by a reaſonable price and extent, to have and to hold the ſaid goods and chattels as his own proper goods and chattels, and alſo to hold the moiety of the ſaid lands and tenements as his freehold to him and his aſſigns, until he the ſaid Joſeph ſhould have fully levied the damages aforeſaid, according to the exigency of the ſaid writ; and this, &c.; wherefore, &c. if, &c.

W. BALDWIN.

Replication to the plea.

And the ſaid Joſeph ſays, that he by any thing by the ſaid Thomas above in pleading alledged ought not to be barred from having and maintaining his aforeſaid action thereof againſt the ſaid Thomas; becauſe proteſting that he the ſaid Joſeph did not come into the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter, in the ſaid county of Middleſex, and accord-

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ing to the form of the ſtatute in ſuch caſe made and provided chuſe to have delivered to him all the goods and chattels which were of the ſaid T. H. except the oxen and beaſts of his plough, and alſo a moiety of his lands of which the ſaid T. H. at the time of rendering the ſaid judgment or any day afterwards, was ſeiſed, to have and to hold the ſaid goods and chattels as his proper goods and chattels, and alſo to hold the ſaid moiety of the lands and tenements aforeſaid as his freehold to him and his aſſigns by a reaſonable price or extent until the aforeſaid Joſeph could have levied the damages in the ſaid judgment mentioned, according to the form of the ſtatute in ſuch caſe made and provided, as the ſaid T. H. hath above in his ſaid plea alledged; proteſting alſo, that no ſuch writ of our lord the king of *elegit* iſſued, as in the ſaid plea of the ſaid T. H. is alledged; proteſting alſo, that the ſaid T. H. did not deliver any ſuch writ to the ſaid then ſheriff of the ſaid county of Middleſex in due form of law to be executed, as the ſaid T. H. hath in pleading alledged; proteſting alſo, that no ſuch inquiſition was taken as in the ſaid plea is alledged; for replication in this behalf the ſaid Joſeph ſays, that the ſaid ſheriff did not deliver the ſaid goods and chattels in the ſaid inquiſition mentioned, and the moiety of the ſaid lands and tenements in the ſaid inquiſition alſo mentioned, on the day of taking the ſaid inquiſition, to the ſaid Joſeph by a reaſonable price and extent, to have and to hold the ſaid goods and chattels as his own proper goods and chattels, and alſo to hold the moiety of the ſaid lands and tenements as his freehold to him and his aſſigns until the ſaid Joſeph ſhould have fully levied the debt and damages aforeſaid, in manner and form as the ſaid T. H. hath above in pleading alledged; and this the ſaid Joſeph prays may be enquired of by the country. &c.

Declaration in debt againſt adminiſtratrix, in a ſuit in the palace court, coſts of ſuit, of defendant's teſtator.

SURRY, to wit. Ann Smith complains of Mary Iſles, adminiſtratrix of all and ſingular the goods and chattels, rights and credits, which were of Thomas Iſles, deceaſed, at the time of his death, who died inteſtate, being in the cuſtody of, &c. in a plea that ſhe render to the ſaid Ann five pounds of lawful money of Great Britain, which ſhe unjuſtly detains from her the ſaid Ann, &c.; for that the ſaid T. I. in his lifetime, to wit, at the court of record of our lord the now king of his palace of Weſtminſter held at Southwark, in the county of Surry aforeſaid, and within the juriſdiction of the ſaid court, on, &c. in the year of the reign of our ſaid lord the now king, William earl Talbot, ſteward of the king's houſehold, ſir Philip Meadows, knight, then marſhal of the ſaid houſehold, and Lovett Blackburn, then ſteward of the ſaid court, then judges of the court aforeſaid, by virtue of the letters patent of Charles the Second, late king of England, &c. bearing date at Weſtminſter the fourth day of October, in the fifteenth year of his reign, came in his own proper perſon, and then and there in the ſaid court levied his plaint againſt the ſaid Ann in a certain

Vide 8. Ed. 2.

Vide 2. Wil. 316. for a full more concise and perhaps a better form than this.

certain plea, to wit, a plea of treſpaſs on the caſe, to the damage of the ſaid T. I. of ninety-nine ſhillings, and then and there found pledges for the proſecution of his ſaid plaint, to wit, John Doe and Richard Roe, and ſuch proceedings were had on the ſaid plaint in the ſaid court that afterwards, in the lifetime of the ſaid T. I. to wit, at the court of the king's palace aforeſaid held at S. aforeſaid, in the ſaid county of S. and within the juriſdiction of the ſaid court, on, &c. in the twentieth year of the reign of, &c. before the ſaid judges of the ſaid court, it was conſidered by the ſaid court there that the ſaid T. I. ſhould take nothing by the ſaid plaint, but that for his falſe clamour therein he ſhould be at mercy, &c. and that the ſaid Ann ſhould go thereupon without day, &c.; and it was alſo conſidered by the ſaid court there, that the ſaid Ann ſhould recover againſt the ſaid T. I. five pounds for her coſts and charges by her about her defence in that behalf ſuſtained to the ſaid Ann, at her requeſt adjudged by the ſame court there, according to the form of the ſtatute in ſuch caſe made and provided; and that the ſaid Ann ſhould have her execution thereon, &c. as by the record and proceedings thereon remaining in the ſaid court of the king's palace aforeſaid, at S. aforeſaid, in the county of S. aforeſaid, reference being thereto had, will more fully and at large appear, which ſaid judgment remains in its full force, ſtrength, and effect, not in the leaſt reverſed, paid off, or ſatisfied, nor hath the ſaid Ann as yet obtained any execution of the ſame either againſt the ſaid T. I. in his lifetime, or againſt the ſaid Mary as adminiſtratrix as aforeſaid, ſince his death, by means whereof an action hath accrued to the ſaid Ann to demand and have of and from the ſaid Mary, as adminiſtratrix as aforeſaid, the ſaid five pounds above demanded; yet the ſaid Mary, adminiſtratrix as aforeſaid, although often requeſted, hath not as yet rendered the ſaid five pounds above demanded or any part thereof to the ſaid Ann, but ſhe to render the ſame or any part thereof to the ſaid Ann hath hitherto wholly refuſed, and ſtill refuſes ſo do, to the ſaid Ann her damage of ten pounds, &c.

V. LAWES.

Declaration on a judgment recovered by three plaintiffs, one of whom afterwards became a bankrupt, at the ſuit of the other two plaintiffs, and the bankrupt's aſſignees.

LONDON, to wit. Joſeph Morcing, Philip Morgan, Iſaac Wylde, Samuel Eaton, and William Haines, which ſaid J. W. S. E. and W. H. are aſſignees of the ſtate and effects of William Payne, a bankrupt, according to the force, form, and effect of the ſeveral ſtatutes made and now in force concerning bankrupts, complain of Stephen Sayer, eſquire, William Lee, eſquire, William Owen, George Good, John Richard Winſtanley, and Benjamin Pewtreſs, being in the cuſtody of, &c. of a plea that they render to the ſaid J. M. &c. &c. and to the J. W. S. E. and W. H. as aſſignees as aforeſaid eighty-three pounds ten ſhillings of lawful, &c. which they owe to and unjuſtly detain from them; for that whereas the ſaid J. M. and P. M. and the ſaid William Payne,

Payne, before he ſo became a bankrupt, to wit, in Hilary term, in the fifteenth year of, &c. in the court of our ſaid lord the king, before the king himſelf, the ſaid court then and ſtill being held at Weſtminſter, in the county of Middleſex, by the conſideration and judgment of the ſaid court recovered againſt the ſaid S. S. W. L. &c. &c. by the names of, &c. ſeventeen pounds ſeventeen ſhillings, as alſo forty ſhillings, which were then and there in the ſaid court adjudged to the ſaid J. M. &c. &c. and W. P. before he ſo became a bankrupt, as well for their damages which they had ſuſtained on occaſion of the committing of a certain treſpaſs againſt the ſaid J. M. P. M. and G. P. before he became a bankrupt, as for their coſts and charges by them laid out about their ſuit in that behalf, whereof the ſaid S. S. &c. were convicted, as by the record and proceedings thereof ſtill remaining in the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, more fully appears, which ſaid judgment ſtill remains in the ſaid court in full force, ſtrength, and effect, not in the leaſt reverſed, paid off, or ſatisfied, annulled or diſcontinued; and the ſaid J. M. G. M. and W. P. before he became a bankrupt, did not, nor did any or either of them obtain, nor have they the ſaid J. M. and P. M. and the ſaid J. W. S. E. and W. H. aſſignees as aforeſaid, nor had he, nor hath any or either of them at any time ſince the ſaid G. P. became a bankrupt hitherto obtained any execution of the aforeſaid judgment recovered in form aforeſaid; whereby an action hath accrued to the ſaid J. M. and P. M. in their own right and to the ſaid J. W. S. E. and W. H. aſſignees as aforeſaid, to demand and have of and from the ſaid S. S. &c. the ſaid eighty-three pounds ten ſhillings above demanded, to wit, the damages and coſts aforeſaid, in form aforeſaid recovered; yet the ſaid S. S. &c. although often requeſted, have not, nor have, nor hath any or either of them yet rendered the ſaid eighty-three pounds ten ſhillings above demanded or any part thereof to the ſaid J. M. P. M. the ſaid J. W. &c. or to any or either of them, but they to render the ſame or any part thereof to them or any or either of them have, and each of them hath hitherto wholly refuſed and ſtill refuſe, to the ſaid J. M. and P. M. and to the ſaid J. W. &c. aſſignees as aforeſaid, their damage of eleven pounds; and, &c.

Qu. Whether the venue in this caſe can be laid in London, the record of the judgment upon which the action is brought being kept at Weſtminſter.

SURRY, to wit. N. W. complains of E. B. being, &c. in a plea that he render to him the ſaid plaintiff ten pounds of lawful, &c. which he owes, &c.; for that whereas at the court of record of our lord the now king of his palace of Weſtminſter holden at Southwark, in the ſaid county of Surry, and within the juriſdiction of the ſaid court, on, &c. in the twenty-ſecond year of the reign, &c. before William earl Talbot, then ſteward of the king's houſehold, ſir Sidney Meadows, knight, then marſhal of the ſaid houſehold,

Declaration on a judgment in the palace court.

houſehold, and Danby Pickering, eſquire, then ſteward of the ſaid court, then judges of the ſaid court, by virtue of the letters patent of Charles the Second, late king of, &c. bearing date at Weſtminſter the fourth day of, &c. in the fifteenth year of, &c. came the ſaid plaintiff in his own proper perſon, and then and there in the ſaid court levied his certain plaint againſt the ſaid defendant in a certain plea of treſpaſs on the caſe, to the damage of the ſaid plaintiff of pounds, for a certain cauſe of action happening and ariſing to the ſaid plaintiff againſt the ſaid E. within the juriſdiction of the ſaid court, and then and there found pledges for the proſecution of the ſaid plaint, to wit, J. D. and R. R. and ſuch proceedings were afterwards had in the ſaid court upon the ſaid plaint, that afterwards, to wit, at the ſaid court of our ſaid lord the king of his palace of Weſtminſter held at S. aforeſaid, in the ſaid county of S. and within the juriſdiction of the ſaid court, on, &c. in the twenty-ſecond year, &c. before the ſaid judges of the ſaid court, the ſaid plaintiff by the conſideration and judgment of the ſaid court recovered againſt the ſaid defendant the ſaid ten pounds above demanded, which in and by the ſaid court of our ſaid lord the king of his palace of Weſtminſter holden at S. aforeſaid, were adjudged to the ſaid plaintiff for his damages which he had ſuſtained, as well by reaſon of not performing certain promiſes and undertakings theretofore made by the ſaid defendant to the ſaid plaintiff within the juriſdiction of the ſaid court, as for his coſts and charges by him about his ſuit in that behalf expended, whereof the ſaid E. was convicted, as by the record and proceedings thereof remaining of record in the ſaid court of, &c. holden at, &c. more fully appears; which ſaid judgment ſtill remains in full force, &c. and not in any wiſe reverſed, &c. and the ſaid plaintiff hath not as yet obtained any execution of the ſame; whereby an action hath, &c.; yet, &c. [common concluſion in debt.]

V. LAWES.

Declaration in debt in an hundred court for the coſts of a judgment of *non pros.* for not entering the ſummons in the ſaid court.

Vide Murray v. Wilſon, 2. Wilſ. 116.

HUNDRED COURT OF H. IN THE COUNTY OF WARWICK. Charles Johnſon, by A. B. his attorney, complains of Edward Harris, in a plea that he render to the ſaid plaintiff fifteen pounds of, &c. which he owes to and unjuſtly detains from him, &c.; for that whereas the ſaid plaintiff in the court of H. J. in his hundred of H. in the county of W. *holden by adjournment* at, &c. on, &c. in the ſaid hundred, and within the juriſdiction of this court, on, &c. before H. G. then and ſtill ſteward of the ſaid court, by the conſideration of the ſaid court, recovered againſt the ſaid defendant four pounds eight ſhillings which in and by the ſaid court were then and there adjudged to the ſaid plaintiff, with his aſſent, for his coſts in a certain plaint before then levied and brought by the ſaid defendant in the ſaid court of the hundred of H. in the county of W. againſt the ſaid plaintiff in a certain plea of treſpaſs on the caſe; for that the ſaid defendant had not and did not, *either at the ſaid hundred court held the twenty-eighth of May* 1783, *or on the ſaid fifth*

fifth of June 1783, *at ſuch adjourned court as aforeſaid*, according to the courſe and practice of the ſaid court, enter a certain ſummons before them iſſued out of the ſaid court, as by the courſe and practice of the ſaid court he ought to have done, but neglected ſo to do, whereof the ſaid defendant was convicted, as by the memorandum and proceedings thereof remaining in the ſaid court here more fully appears; which ſaid judgment ſtill remains in its full force, ſtrength, and effect, in no manner reverſed, vacated, ſet aſide, or ſatisfied, nor had the ſaid plaintiff obtained any execution of the ſame (per quod actio accrevit), to demand four pounds eight ſhillings, parcel, &c. [A 2d Count ſame as firſt, only omitting what is in Italic; a 3d Count as upon a general nonſuit, *i. e.* for that defendant did not further proſecute his ſaid plaint but became nonſuit therein, whereof defendant was convicted; another Count on a *mutuatus*.]

V. LAWES.

Debt for a ſum of money decreed by the lord high chancellor to be due to plaintiff.

SAINT CHRISTOPHER's, to wit. In the court of king's bench and common pleas held in and for the ſaid iſland of Saint Chriſtopher, ——— Montague, eſquire, was ſummoned to anſwer Hubert Guichard Mercer, of a plea that he the ſaid Montague render to the ſaid Hubert Guichard Mercer the ſum of eighty-ſix thouſand eight hundred and fifty-four pounds two ſhillings and ſixpence ſterling and lawful money of Great Britain, which he owes to and unjuſtly detains from him, and ſo forth, and whereupon the ſaid Hubert Guichard Mercer, by A. B. his attorney, complains; for that whereas before the making the decree and report hereafter next mentioned and ſet forth, a certain ſuit had been inſtituted by the ſaid Hubert Guichard againſt the ſaid Montague in the court of chancery of our ſovereign lord the now king holden at Weſtminſter, in the county of Middleſex, within and for his kingdom of Great Britain, before his lord high chancellor of the ſaid kingdom, to wit, at the pariſh of St. George Baſſeterre, in the ſaid iſland of St. Chriſtopher, aforeſaid, and ſuch proceedings were thereupon had in the ſaid ſuit that afterwards, and whilſt the ſame was depending in the ſaid court of chancery of our ſaid lord the king, to wit, on Saturday the twenty-ninth day of January, in the twentieth year of the reign of our ſaid lord the king at Weſtminſter, in the county of Middleſex aforeſaid, to wit, at the pariſh of St. George Baſſeterre aforeſaid, in the ſaid iſland of Saint Chriſtopher aforeſaid, it was by a certain decree then and there made in the ſaid ſuit declared by the ſaid court, that a certain ſettlement of accounts, bearing date the thirteenth day of June 1769, and a certain releaſe of the fourteenth day of June 1769, ought to be ſet aſide, and the ſaid court did then and there order and decree the ſame accordingly, and that it ſhould be referred to Mr. Graves, one of the maſters of that court, to take an account of the perſonal eſtate of one Hubert Guichard (therein being and being called the teſtator) come to

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the hands of the ſaid Montague the defendant, his only acting executor, or to the hands of any other perſon or perſons by his order or for his uſe; and the ſaid maſter was alſo to take an account of the debts, funeral expences, and legacies of the ſaid teſtator, and to compute intereſt on ſuch of his debts as carried intereſt, and as reſpectively carried intereſt on his legacies from the end of one year after the death of the ſaid teſtator, after the rate of four pounds *per cent. per annum*, unleſs any other rate of intereſt or time of payment was limited by his will, and in that caſe according to his will: And it was ordered by the ſaid court, that the perſonal eſtate of the ſaid teſtator ſhould be applied in payment of his debts, funeral expences, and legacies in a courſe of adminiſtration; and it was alſo ordered and decreed by the ſaid court, that the ſaid maſter ſhould take an account of the rents, profits, and produce of the ſaid teſtator's eſtates and plantation in the iſland of St. Chriſtopher, accrued ſince the death of the ſaid teſtator, during the minority of the ſaid Hubert Guichard Mercer, the plaintiff in that ſuit, received by the ſaid Montague, or by any other perſon or perſons by his order or for his uſe; and the maſter ſhould alſo take an account of all ſums of money paid by the ſaid Montague for the maintenance and education of the ſaid Hubert Guichard Mercer, or any how otherwiſe to or for his uſe or benefit during his minority, but that court did declare that in taking the aforeſaid accounts the ſaid Montague was not to be allowed the ſums of two thouſand nine hundred and ſeventy-one pounds and eight-pence halfpenny, and one hundred and ſixty-one pounds and eightpence mentioned in the pleadings of the cauſe, and the ſaid court did order, that one moiety of the clear reſidue of the ſaid teſtator's perſonal eſtate, and alſo of what ſhould be coming on the account of rents, profit, and produce of his ſaid eſtates in the iſland of St. Chriſtopher after a deduction and allowance to the ſaid Montague of what under the direction aforeſaid ſhould appear to have been paid by him for the maintenance and education or to and for the uſe and benefit of the ſaid Hubert Guichard Mercer, during his minority, or ſo much thereof as ſhould appear to be remaining due to the ſaid Hubert Guichard Mercer, ſhould be paid by the ſaid Montague to the ſaid Hubert Guichard Mercer, together with intereſt for the ſame, to be computed by the ſaid maſter after the rate of four pounds *per cent. per annum*, from the thirteenth day of June 1769; and it was ordered by the ſaid court, that the ſaid maſter ſhould enquire whether the ſaid Montague, from the death of the ſaid teſtator to the ſaid thirteenth day of June 1769, had made any, and what intereſt of the ſaid Hubert Guichard Mercer of the clear reſidue of the ſaid teſtator's perſonal eſtate, and of his moiety of the rents, profits, and produce of the ſaid teſtator's eſtate and plantations at St. Chriſtopher; and it was alſo ordered by the ſaid court, that the ſaid Montague ſhould pay ſuch intereſt to the ſaid Hubert Guichard Mercer, and that court did declare that certain articles of agreement of the fourteenth day of June 1769, for partition of the eſtates therein mentioned,

tioned, and a certain conveyance of the twenty-ninth day of Auguſt following made in purſuance therefore ought to be ſet aſide as unduly obtained, but the ſaid H. G. Mercer, ſubmitting to acquieſce in the partition of the ſaid eſtate, in and by the ſaid articles and conveyance agreed upon on the terms in the ſaid decree aftermentioned, it was ordered by the ſaid court, that the ſaid maſter ſhould enquire into and aſcertain the real value of the eſtates allotted by the ſaid articles and conveyance to the ſaid H. G. Mercer and Montague reſpectively at the time of the date of the ſaid articles; and if it ſhould appear that the eſtates thereby allotted to the ſaid Montague were of equal value to the eſtates thereby allotted to the ſaid H. G. Mercer, or were of greater value, it was ordered by the ſaid court, that the ſaid Montague ſhould refund to the ſaid H. G. Mercer the ſum of one thouſand three hundred ſixty pounds paid by him as the difference in value between the ſaid eſtates, together with intereſt for the ſame, to be computed by the ſaid maſter after the rate of five *per cent. per annum* from the date of the ſaid articles; and in caſe the ſaid maſter ſhould find the eſtates allotted to the ſaid Montague at the time aforeſaid were of greater value than the eſtates allotted to the ſaid H. G. Mercer, it was ordered by the ſaid court, that the ſaid Montague ſhould pay to the ſaid H. G. Mercer the difference of ſuch value, with intereſt for the ſame, to be computed by the ſaid maſter aforeſaid after the rate and from the time aforeſaid; and for the better taking accounts and diſcovery of matters aforeſaid, the parties were to be examined upon interrogatories, and produce the ſaid maſter upon oath all books, papers, and writings relating thereto, as the ſaid maſter ſhould direct, who in taking the ſaid accounts was to make unto the parties all juſt allowances; and it was ordered by the ſaid court, that the ſaid Montague ſhould pay unto the ſaid H. G. Mercer his coſts of that ſuit to the time of making the ſaid decree, to be taxed by the ſaid maſter; and the ſaid court did reſerve the conſideration of the ſubſequent coſts of that ſuit until after the ſaid maſter ſhould have made his report and either ſide was to be at liberty to apply to the court as there ſhould be occaſion, as by the ſaid decree and report duly enrolled by the ſaid court of chancery of our ſaid lord the king at Weſtminſter, in the county of Middleſex, and now there remaining, relation being thereunto had, will amongſt other things more fully and at large appear: And whereas after the making of the ſaid decree, and whilſt the ſaid ſuit was ſo as aforeſaid depending in the ſaid court, to wit, on the twenty-firſt day of December, in the year of Our Lord 1781, at Weſtminſter, in the county of Middleſex aforeſaid, to wit, at the pariſh of St. George Baſſeterre aforeſaid, in the iſland of St. Chriſtopher aforeſaid; the ſaid maſter, in purſuance of the ſaid decree, did make his report in writing to the ſaid court of and concerning the ſeveral matters ſo as aforeſaid to him referred, and did thereby then and there certify and ſubmit to the ſaid court, that in purſuance of the ſaid decree had in the preſence of the ſolicitors for the ſaid H. G. Mercer and Montague, the plaintiff and

defendant in that ſuit, conſidered of the ſeveral matters by the ſaid decree referred to him, and that he had proceeded to take an account of the perſonal eſtate of the ſaid H. G. the teſtator, which came to the hands of the ſaid Montague, the only acting executor of the ſaid teſtator, or to the hands of any other perſon or perſons by his order, or for his uſe, and alſo an account of the debts, funeral expences, and legacies of the ſaid teſtator; and the ſaid maſter by his report found that the ſaid Montague, as the acting executor of the ſaid teſtator, or ſome other perſon or perſons by his order, or for his uſe had received for and on account of the perſonal eſtate of the ſaid teſtator the ſeveral ſums of money, ſet forth in the firſt ſchedule to that his report annexed, amounting together to the ſum of one thouſand two hundred and eighty-four pounds four ſhillings and ninepence current money of the iſland of St. Chriſtopher, which ſum of one thouſand two hundred and eighty-four pounds four ſhillings and ninepence currency, at fifty-five *per cent.* the current rate of exchange at the time ſuch ſums were received, amounted to the ſum of eight hundred and twenty-eight pounds ten ſhillings and ninepence halfpenny ſterling, and the ſaid maſter by his ſaid report found that the ſaid Montague had received of Meſſrs. Freeman, Douglas, and Co. the ſum of ſix thouſand and fourteen pounds ſterling, being the balance of their account, after deducting the ſum of five pounds one ſhilling paid by them to Mr. Farrar for the probate of the ſaid teſtator's will; and the ſaid maſter by his ſaid report alſo found that the ſaid Montague had received the ſum of five hundred pounds ſterling of William Phipps, being the principal money due on his bond to the ſaid teſtator, which ſaid ſums of eight hundred and twenty-eight pounds ten ſhillings and ninepence halfpenny, ſix thouſand and fourteen pounds, and five hundred pounds amounted together to the ſum of ſeven thouſand three hundred and forty-two pounds ten ſhillings and ninepence halfpenny ſterling, with which the ſaid maſter by his ſaid report certified to the ſaid court that he had charged the ſaid Montague, in diſcharge whereof the ſaid maſter found that the ſaid Montague had paid, expended, and diſburſed in diſcharge of debts due and owing by the ſaid teſtator of his funeral expences, of a legacy given by his will, and otherwiſe on account of the ſaid teſtator's perſonal eſtate, the ſeveral ſums of money mentioned and ſet forth in the ſecond ſchedule annexed to that his report, amounting in the whole to the ſum of four thouſand nine hundred and thirty-eight pounds eighteen ſhillings current money of the iſland of St. Chriſtopher, which ſum of four thouſand nine hundred and thirty-eight pounds eighteen ſhillings, currency, at fifty-five *per cent.* the rate of exchange at the time ſuch payments were made, amounted to the ſum of three thouſand one hundred and eighty-ſix pounds ſeven ſhillings and eightpence three farthings ſterling, of which the ſaid maſter by his ſaid report further certified to the ſaid court that he had made the ſaid Montague an allowance; and the ſaid ſum of three thouſand one hundred and eighty-ſix pounds ſeven ſhillings and eightpence three farthings

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ſterling being deducted from the ſum of ſeven thouſand three hundred and forty-two pounds ten ſhillings and ninepence farthing ſterling, with which the ſaid maſter had charged the ſaid Montague as thereinbefore mentioned, there remained in his hands on balance of account of the ſaid teſtator's perſonal eſtate, the ſum of four thouſand one hundred and fifty-ſix pounds three ſhillings and three farthings ſterling, and in order to ſee whether any of the debts due from the ſaid teſtator at the time of his death were then remaining unſatisfied, the ſaid maſter by his ſaid report further certified to the ſaid court that he had cauſed two ſeveral advertiſements to be publiſhed in the London Gazette, for the creditors of the ſaid Hubart Guichard, the teſtator, to come before him and prove their debts, by a time by the latter of the ſaid advertiſements peremptorily limited, and at the time making the ſaid report elapſed, but that no debt had been proved or claimed before him in conſequence of ſuch advertiſements, nor did any thing appear to him to be then due and owing from the ſaid teſtator's eſtates on account of his debts, funeral expences, or legacies, except a legacy of one thouſand pounds to Mary Mercer, the ſaid H. G. Mercer's ſiſter, whereon it was agreed that the intereſt had been regularly paid unto the ſecond day of Auguſt then laſt, equally by the ſaid H. G. Mercer and Montague, and the principal of the ſaid legacy, by agreement between the ſaid H. G. Mercer and Montague, as ſtated in the pleading of that cauſe, was alſo to be raiſed and paid in moieties by the ſaid H. G. Mercer and Montague out of plantations divided between them reſpectively; and as to the ſlaves, horſes, cattle, mules, plantations, ſtores, and utenſils, it was admitted that the ſame had been equally divided between the ſaid H. G. Mercer and Montague, and appropriated accordingly to their reſpective plantations; and it being by the ſaid decree directed that one moiety of the clear reſidue of the ſaid teſtator's perſonal eſtate ſhould be paid by the ſaid Montague to the ſaid H. G. Mercer, together with intereſt for the ſame, to be computed at the rate of four *per cent. per annum*, from the thirteenth day of June 1769; and the ſaid balance of four thouſand one hundred and fifty-ſix pounds three ſhillings and three farthings ſterling appearing to conſtitute the clear reſidue of the ſaid teſtator's perſonal eſtate received by the ſaid Montague as aforeſaid, the ſaid maſter by his ſaid report further certified to the ſaid court that he had computed intereſt at the rate of four pounds *per cent. per annum* on the ſum of two thouſand and ſeventy-eight pounds one ſhilling and ſixpence farthing ſterling, being one moiety of the ſaid clear reſidue from the ſaid thirteenth day of June 1769, unto the date of that his report, being twelve years, ſix months, and eight days, and that ſuch intereſt amounted to the ſum of one thouſand and forty pounds ſeventeen ſhillings and one farthing ſterling, and the ſaid ſum of one thouſand and forty pounds ſeventeen ſhillings and one farthing being added to the before mentioned ſum of two thouſand and ſeventy-eight pounds one ſhilling and ſixpence farthing, they made together the ſum of three thouſand one

hundred and eighteen pounds eighteen ſhillings and ſixpence half-penny ſterling: And the ſaid maſter by his ſaid report certified to the ſaid court that he had proceeded to take an account of the rents, profits, and produce of the ſaid teſtator's eſtates and plantations in the iſland of St. Chriſtopher accrued ſince the death of the ſaid teſtator during the minority of the ſaid H. G. Mercer, received by the ſaid Montague, or by any other perſon or perſons by his order, or for his uſe: And the ſaid maſter by his ſaid report found that the ſaid Montague or ſome other perſon or perſons by his order, or for his uſe had received an account of the rents, profits, and produce of the ſaid teſtator's eſtates and plantations, the ſeveral ſums of money mentioned and ſet forth in the ſaid ſchedule to that his report annexed, amounting in the whole to the ſum of twelve thouſand four hundred and fourteen pounds eighteen ſhillings and ſevenpence halfpenny ſterling, whereout the ſaid maſter found that the ſaid Montague had paid the ſeveral ſums of money mentioned and ſet forth in the fourth ſchedule to that his report annexed, amounting together to the ſum of five hundred and twenty ſeven pounds eight ſhillings and one penny farthing ſterling, which ſaid ſum of five hundred and twenty-ſeven pounds eight ſhillings and one penny farthing being deducted from the before-mentioned ſum of twelve thouſand four hundred and fourteen pounds eighteen ſhillings and ſevenpence halfpenny, reduced the ſame to the ſum of eleven thouſand eight hundred and eighty-ſeven pounds ten ſhillings and ſixpence farthing ſterling; one moiety of which ſaid ſum of eleven thouſand eight hundred and eighty-ſeven pounds ten ſhillings and ſixpence farthing, being the ſum of five thouſand nine hundred and forty-three pounds fifteen ſhillings and threepence ſterling belonged to the ſaid H. G. Mercer, ſubject to a deduction of the payments in the ſaid report after mentioned to have been made by the ſaid Montague: And the ſaid maſter by his ſaid report further certified to the court, that he had proceeded to take an account of all ſums of money paid by the ſaid Montague for the maintenance and education of the ſaid H. G. Mercer or any how otherwiſe to or for his uſe or benefit during his minority: And the ſaid maſter by his ſaid report found that the ſaid Montague, during the minority of the ſaid H. G. Mercer, had paid for his maintenance and education, and otherwiſe to or for his uſe or benefit, the ſeveral ſums of money mentioned and ſet forth in the fifth ſchedule annexed to that his report, amounting in the whole to the ſum of three thouſand five hundred and nine pounds ſeventeen ſhillings and three farthings ſterling, which ſaid ſum of three thouſand five hundred and nine pounds ſeventeen ſhillings and three farthings being deducted from the ſaid ſum of five thouſand nine hundred and forty-three pounds fifteen ſhillings and threepence (the ſaid H. G. Mercer's moiety of the rents, profits, and produce of the ſaid teſtator's eſtates in the iſland of St. Chriſtopher received by the ſaid Montague, as in the ſaid report before mentioned) there would be coming due to the ſaid H. G. Mercer in reſpect of ſuch rents, profits, and produce, the ſum of two thouſand four hundred and thirty three

pounds eighteen ſhillings and twopence farthing ſterling; on which ſaid ſum of two thouſand four hundred and thirty-three pounds eighteen ſhillings and twopence farthing the ſaid maſter by his ſaid report further certified to the ſaid court, that he had computed intereſt at the rate of four *per cent. per annum*, from the thirteenth day of June 1760, unto the date of that his report, being twelve years, ſix months, and eight days, and that ſuch intereſt amounted to the ſum of one thouſand two hundred and nineteen pounds one ſhilling and ſevenpence three farthings; and the ſaid ſum of one thouſand two hundred and nineteen pounds one ſhilling and ſevenpence three farthings being added to the before-mentioned ſum of two thouſand four hundred and thirty three pounds eighteen ſhillings and twopence farthing, they made together the ſum of three thouſand ſix hundred and fifty-two pounds nineteen ſhillings and tenpence ſterling: And the ſaid maſter by his ſaid report further certified to the ſaid court, that he had proceeded to enquire whether the ſaid Montague, from the death of the ſaid teſtator to the ſaid thirteenth day of June 1760, had made or made what intereſt of the ſaid H. G. Mercer's moiety of the clear reſidue of the ſaid teſtator's perſonal eſtate, and of his money of the rents, profits, and produce of the ſaid teſtator's eſtate and plantations at St. Chriſtopher's; and the ſaid maſter by his ſaid report found that the ſaid Montague had made intereſt of the ſum of two thouſand and ſeventy-eight pounds one ſhilling and ſixpence farthing ſterling (the ſaid H. G. Mercer's moiety of the clear reſidue of the ſaid teſtator's perſonal eſtate) at the rate of five pounds *per annum* from the ſecond day of Auguſt, A. D. 1758, to the ſaid thirteenth day of June 1760, being ten years, nine months, and forty two days, which intereſt computed at the rate aforeſaid for the time aforeſaid amounted to the ſum of one thouſand one hundred and twenty-eight pounds eighteen ſhillings and twopence farthing: And the ſaid maſter by his report alſo found, that the ſeveral ſums of money mentioned in the ſixth ſchedule to his report annexed, and amounting together to the ſum of one thouſand and eighty-pounds eighteen ſhillings and one penny halfpenny farthing, were produced by the intereſt made by the ſaid Montague on the balances of the ſaid H. G. Mercer's money of the rents, profits, and produce of the ſaid teſtator's ſaid eſtates and plantations at St. Chriſtopher's, remaining in his hands annually, from the death of the ſaid teſtator unto the ſaid thirteenth day of June 1760, which ſum of one thouſand and eighty pounds eighteen ſhillings and one penny halfpenny being added to the ſaid ſum of one thouſand one hundred and twenty eight pounds eighteen ſhillings and twopence, they made together the ſum of two thouſand two hundred and nine pounds ſixteen ſhillings and threepence halfpenny ſterling: And the ſaid maſter by his report further certified to the ſaid court, that he had proceeded to enquire into the real value of the eſtates allotted to the ſaid H. G. Mercer and Montague reſpectively by the articles of agreement of the fourteenth day of [illegible] 1759 for partition of the eſtates therein mentioned, and the conveyance of

the twenty-ninth day of Auguſt following, made in purſuance thereof, in the ſaid decree mentioned, at the time of the date of the ſaid articles: And the ſaid maſter by his ſaid report found, from the evidence produced and read before him on behalf of the ſaid H. G. Mercer, that the eſtates allotted to the ſaid H. G. Mercer by the ſaid articles and conveyance (and which eſtates the ſaid Montague eſtimated and valued at the ſum of fourteen thouſand two hundred and ſeventy pounds), were on the fourteenth day of June 1769, the date of the ſaid articles, really and truly worth no more then the ſum of ſeven thouſand eight hundred and four pounds ten ſhillings ſterling: And the ſaid maſter by his ſaid report found, that the eſtates in and by the ſaid articles of conveyance mentioned to have been allotted to the ſaid Montague, were eſtimated and valued by the ſaid Montague at the ſum of eleven thouſand five hundred and fifty pounds ſterling; and as the ſaid Montague had not attempted to prove that the ſaid laſt-mentioned eſtates were overvalued, although he joined the ſaid H. G. Mercer in a commiſſion for the examination of, and did examine witneſſes in the iſland of St. Chriſtopher touching the value of the ſaid eſtates, the ſaid maſter by his report further certified and ſubmitted to the ſaid court, that he conceived that the eſtates allotted to the ſaid Montague by the ſaid articles of conveyance were on the ſaid fourteenth day of June 1769, the date of the ſaid articles, really and truly worth the ſaid ſum of eleven thouſand five hundred and fifty pounds, ſo that the eſtates by the ſaid articles allotted to the ſaid Montague, were of greater value than the eſtates allotted to the ſaid H. G. Mercer by the ſum of three thouſand ſeven hundred and forty-five pounds ten ſhillings; and therefore the ſaid maſter by his ſaid report further certified to the ſaid court, that he had computed intereſt at the rate of five *per cent. per annum* on the ſum of one thouſand three hundred and ſixty pounds in the ſaid decree mentioned, to have been paid by the ſaid H. G. Mercer as the difference in value between the ſaid eſtates, to be refunded to the ſaid H. G. Mercer, from the fourteenth day of June 1769, (the date of the ſaid articles) unto the date of that his report, being twelve years, ſix months, and ſeven days, and that ſuch intereſt amounted to the ſum of eight hundred and fifty-one pounds ſix ſhillings, which being added to the ſaid ſum of one thouſand three hundred and ſixty pounds, they made together the ſum of two thouſand two hundred and eleven pounds ſix ſhillings ſterling: And the ſaid maſter by his ſaid report further certified to the ſaid court, that he had computed intereſt at the rate and for the time aforeſaid on the ſum of one thouſand eight hundred and ſeventy-two pounds fifteen ſhillings, being one moiety of the ſum of three thouſand ſeven hundred and forty-five pounds eighteen ſhillings, the difference of the value of the eſtates allotted to the ſaid Montague, and of the eſtates allotted to the ſaid H. G. Mercer at the time aforeſaid, and that ſuch intereſt amounted to the ſum of one thouſand one hundred and ſeventy-two pounds five ſhillings and threepence, which being added to the ſaid ſum of one thouſand

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eight hundred and ſeventy-two pounds fifteen ſhillings, they made together the ſum of three thouſand forty-five pounds and threepence ſterling: And the ſaid maſter by his ſaid report further certified to the ſaid court, that he had conſidered of the ſaid H. G. Mercer's bill of coſts of that ſuit to the time of pronouncing the decree in that cauſe amounting to the ſum of three hundred and twenty-four pounds nine ſhillings and ſevenpence, and that he had taxed the ſame at the ſum of two hundred and thirty-ſeven pounds twelve ſhillings and tenpence, which ſaid ſum of two hundred and thirty-ſeven pounds twelve ſhillings and tenpence, and alſo the ſum of three thouſand one hundred and eighteen pounds eighteen ſhillings and ſixpence halfpenny (the amount of the ſaid H. G. Mercer's moiety of the balance of the ſaid teſtator's perſonal eſtate, with the intereſt thereof, computed at the rate of four *per cent. per annum*, from the thirteenth day of June 1769, unto the date of that his report as thereinbefore mentioned) the ſum of three thouſand ſix hundred and fifty-two pounds nineteen ſhillings and tenpence, the amount of the ſaid H. G. Mercer's moiety of the rents, profits, and produce of the ſaid teſtator's eſtates in the iſland of St. Chriſtopher received by the ſaid Montague, with the intereſt, at the rate of four *per cent. per annum*, from the ſaid thirteenth day of June 1769, unto the date of that his report as therein before mentioned, the ſum of two thouſand two hundred and nine pounds ſixteen ſhillings and threepence halfpenny, the amount of the intereſt made by the ſaid Montague of the ſaid H. G. Mercer's moiety of the clear reſidue of the ſaid teſtator's perſonal eſtate, and of his moiety of the rents, profits, and produce of the ſaid teſtator's eſtate and plantations at St. Chriſtopher's, the ſum of two thouſand two hundred and eleven pounds ſix ſhillings, the amount of the principal and intereſt of the ſum paid by the ſaid H. G. Mercer as the difference in value of the ſaid eſtates, and to be refunded by the ſaid H. G. Mercer, and the ſum of three thouſand and forty-five pounds and threepence (the amount of the principal and intereſt of the ſum appearing to be the difference in the value of the eſtates allotted to the ſaid Montague, and of the eſtates allotted to the ſaid H. G. Mercer), amounting in the whole to the ſum of fourteen thouſand four hundred and ſeventy-five pounds thirteen ſhillings and ninepence ſterling, were to be paid by the ſaid Montague to the ſaid H. G. Mercer agreeably to the directions of the ſaid decree, which ſaid report was, after the making thereof, to wit, on the eighth day of March, in the year of Our Lord 1782, at Weſtminſter, in the county of Middleſex aforeſaid, duly and abſolutely confirmed in and by the ſaid court of chancery of our ſaid lord the king, to wit, at the pariſh of St. George Baſſeterre aforeſaid, in the iſland of St. Chriſtopher aforeſaid, as by the ſaid report ſo confirmed as aforeſaid, and duly filed in the ſaid court, and now then remaining, relation being thereunto had, will among other things more fully and at large appear, of all which ſaid ſeveral premiſes the ſaid Montague afterwards, to wit, on the day and year laſt aforeſaid, at the pariſh of St. George Baſſeterre aforeſaid,

in the iſland of St. Chriſtopher aforeſaid, had notice: And the ſaid H. G. Mercer in fact ſaith, that the ſaid decree and report are ſtill and each of them is in full force and effect, not in anywiſe reverſed, annulled, ſet aſide, or rendered void; and the ſaid H. G. Mercer hath not yet obtained execution thereupon for the ſaid ſum of fourteen thouſand four hundred and ſeventy-five pounds thirteen ſhillings and nine pence ſterling thereby decreed and reported to be due and payable as aforeſaid, or for any part thereof; but that the ſaid ſum of fourteen thouſand four hundred and ſeventy-five pounds thirteen ſhillings and nine pence ſterling, and every part thereof, ſtill remains and is wholly due and unſatisfied to him the ſaid H. G. Mercer [illegible], at the parith of St. George Baſſeterre aforeſaid, at the iſland of St. Chriſtopher aforeſaid, whereby an action hath accrued to the ſaid H. G. Mercer to demand and have of and from the ſaid Montague the ſum of fourteen thouſand four hundred and ſeventy-five pounds thirteen ſhillings and nine-pence ſterling, parcel of the ſaid ſum of eighty-ſix thouſand eight hundred and fifty-four pounds two ſhillings and ſixpence ſterling above demanded: And whereas before the making of the decree and report hereafter next mentioned and ſet forth, a certain other ſuit had been inſtituted by the ſaid H. G. Mercer againſt the ſaid Montague in the court of chancery of our ſovereign lord the now king, holden at Weſtminſter, in the county of Middleſex aforeſaid, within and for his kingdom of Great Britain, before the lord high chancellor of the ſaid kingdom, to wit, at the parith of St. George Baſſeterre aforeſaid, in the iſland of St. Chriſtopher aforeſaid; and ſuch proceedings were thereupon had in the ſaid laſt-mentioned ſuit, that afterwards, and whilſt the ſame was depending in the ſaid court of chancery of our ſaid lord the king, to wit, on Saturday the twenty-ninth day of January, in the twentieth year of the reign of our ſaid lord the king, at Weſtminſter, in the county of Middleſex aforeſaid, to wit, at the parith of St. George Baſſeterre aforeſaid, in the iſland of St. Chriſtopher aforeſaid, it was by a certain decree then and there made in the ſaid laſt-mentioned ſuit declared by the ſaid court, that a certain ſettlement of accounts bearing date the fourteenth day of June 1769, and a certain report of the fourteenth day of June 1769, ought to be ſet aſide, and the ſaid court did then and there order and decree the ſame accordingly, and that it ſhould be referred to Mr. Graves, one of the maſters of that court, to take an account of the perſonal eſtate of one Hubert Guichard therein called the teſtator, and come to the hands of the ſaid Montague, the defendant in that ſuit, his only acting executor, or to the hands of any other perſon or perſons, by his order, or for his uſe; and the ſaid maſter was alſo to take an account of the debts, funeral expences, and legacies of the ſaid teſtator, or to compute intereſt on ſuch of his debts as carried intereſt as they reſpectively carried, and on his legacies from the end of one year after the death of the ſaid teſtator, after the rate of four *per cent. per annum*, unleſs any other rate of intereſt or time of payment was limited by his will, and

2d Count.

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in that caſe according to his will; and it was ordered by the ſaid court that the perſonal eſtate of the ſaid teſtator ſhould be applied in payment of his debts, funeral expences, and legacies in a courſe of adminiſtration; and it was alſo ordered and decreed by the ſaid court, that the ſaid maſter ſhould take an account of the rents, profits, and produce of the ſaid teſtator's eſtates and plantations in the iſland of St. Chriſtopher accrued ſince the death of the ſaid teſtator, during the minority of the ſaid Hubert Guichard Mercer, the plaintiff, in that ſuit received by the ſaid Montague, or by any other perſon or perſons by his order or for his uſe; and that the ſaid maſter ſhould alſo take an account of all ſums of money paid by the ſaid Montague for the maintenance and education of the ſaid Hubert Guichard Mercer, or any how otherwiſe to or for his uſe or benefit during his minority; but that court did declare that in taking the aforeſaid accounts the ſaid Montague was not to be allowed the ſums of two thouſand nine hundred and ſeventy-one pounds and eightpence halfpenny, and one hundred and ſixty-one pounds and eightpence mentioned in the pleadings in that cauſe: And the ſaid court did order that one moiety of the clear reſidue of the ſaid teſtator's perſonal eſtate, and alſo of what ſhould be coming on the accounts of the rents, profits, and produce of his ſaid eſtates in the iſland of St. Chriſtopher, after a deduction and allowance to the ſaid Montague of what under the direction aforeſaid ſhould appear to have been paid by him for maintenance and education to and for the uſe and benefit of the ſaid Hubert Guichard Mercer during his minority, or ſo much thereof as ſhould appear to be remaining due to the ſaid Hubert Guichard Mercer, ſhould be paid by the ſaid Montague to the ſaid Hubert Guichard Mercer, together with intereſt for the ſame, to be computed by the ſaid Mercer after the rate of *four per cent. per annum*, from the thirteenth day of June 1709: And it was ordered by the ſaid court, that the ſaid maſter ſhould enquire whether the ſaid Montague from the death of the ſaid teſtator to the ſaid thirteenth day of June 1709, had made any and what intereſt of the ſaid Hubert Guichard Mercer's moiety of the clear reſidue of the ſaid teſtator's perſonal eſtate, and of his moiety of the rents, profits, and produce of the ſaid teſtator's eſtate and plantations at St Chriſtopher: And it was alſo ordered by the ſaid court, that the ſaid Montague ſhould pay ſuch intereſt to the ſaid Hubert Guichard Mercer, and that court did declare that certain articles of agreement of the fourteenth day of June 1769 for the partition of the eſtates therein mentioned, and a certain conveyance of the twenty-ninth day of Auguſt following made in purſuance thereof, ought to be ſet aſide as unduly obtained; but the ſaid Hubert Guichard Mercer ſubmitting to acquieſce in the partition of the ſaid eſtates in and by the ſaid articles and conveyance agreed upon on the terms in the ſaid laſt-mentioned decree after mentioned, it was ordered by the ſaid court, that the ſaid maſter ſhould enquire into and aſcertain the real value of the eſtates allotted by the ſaid articles of conveyance to the ſaid Hubert Guichard Mercer and Montague reſpectively

tively at the time of the date of the ſaid articles, and if it ſhould appear that the eſtates thereby allotted to the ſaid Montague were of equal value to the eſtates thereby allotted to the ſaid Herbert Guichard Mercer, or were of greater value, it was ordered by the ſaid court that the ſaid Montague ſhould refund to the ſaid Hubert Guichard Mercer the ſum of one thouſand three hundred and ſixty pounds paid by him as the difference in value between the ſaid eſtates, together with intereſt for the ſame, to be computed by the ſaid maſter after the rate of five *per cent. per annum*, from the date of the ſaid articles; and in caſe the ſaid maſter ſhould find the eſtates allotted to the ſaid Montague at the time aforeſaid were of greater value than the eſtates allotted to the ſaid Hubert Guichard Mercer, it was ordered by the ſaid court that the ſaid Montague ſhould pay to the ſaid Hubert Guichard Mercer the difference of ſuch value, with intereſt for the ſame, to be computed by the ſaid maſter after the rate and from the time aforeſaid: And for the better taking the accounts and diſcovery of the matters aforeſaid, the parties were to be examined upon interrogatories, and to produce before the ſaid maſter, upon oath, all books, papers, and writings relating thereto, as the ſaid maſter ſhould direct, who in taking the ſaid accounts was to make unto the ſaid parties all juſt allowances; and it was ordered by the ſaid court that the ſaid Montague ſhould pay unto the ſaid Hubert Guichard Mercer his coſts of that ſuit to the time of making the ſaid laſt-mentioned decree to be taxed by the ſaid maſter, and that court did reſerve the conſideration of the ſubſequent coſts of that ſuit until after the ſaid maſter ſhould have made his report, and either ſide was to be at liberty to apply to the court as there ſhould be occaſion, as by the ſaid laſt-mentioned decree duly inrolled in the ſaid court of chancery of our ſaid lord the king at Weſtminſter, in the county of Middleſex aforeſaid, and now there remaining, relation being thereunto had, will amongſt other things more fully and at large appear: And whereas after the making of the ſaid laſt-mentioned decree, and whilſt the ſaid laſt-mentioned ſuit was ſo as aforeſaid depending in the ſaid court, to wit, on the twenty-firſt day of December, in the year of Our Lord 1781, at Weſtminſter, in the county of Middleſex aforeſaid, to wit, at the pariſh of St. George Baſſeterre aforeſaid, in the iſland of St Chriſtopher aforeſaid, the ſaid maſter, in purſuance of the ſaid laſt-mentioned decree, did make his report in writing to the ſaid court of and concerning the ſeveral matters ſo as laſt aforeſaid to him referred, and did thereby then and there certify and ſubmit to the ſaid , that in purſuance of the ſaid laſt-mentioned decree he had in the preſence of the ſolicitors, and for the ſaid Hubert Guichard Mercer and Montague, the plaintiff and defendant in the ſaid laſt-mentioned ſuit, conſidered of the ſeveral matters by the ſaid laſt-mentioned decree referred to him, and that he had proceeded to take the ſeveral accounts in and by the ſaid laſt-mentioned decree directed to be taken in manner aforeſaid, and that on thoſe ſeveral accounts there were to be paid by the ſaid Montague

tague to the ſaid Hubert Guichard Mercer, agreeably to the directions of the ſaid laſt-mentioned decree, divers ſums of money, amounting in the whole to a large ſum of money, to wit, the ſum of fourteen thouſand four hundred and ſeventy-five pounds thirteen ſhillings and ninepence ſterling; which ſaid laſt-mentioned report was after the making thereof, to wit, on the eighth day of March, A. D. 1782, at Weſtminſter, in the county of Middleſex aforeſaid, duly confirmed in and by the ſaid court of chancery of our ſaid lord the king, to wit, at the pariſh of St. George Baſſeterre aforeſaid, in the iſland of St. Chriſtopher aforeſaid, as by the ſaid laſt-mentioned report ſo confirmed as aforeſaid, and duly filed in the ſaid court, and now there remaining, reference being thereunto had, will amongſt other things more fully and at large appear; of all which ſaid ſeveral laſt-mentioned premiſes the ſaid Montague afterwards, to wit, on the day and year laſt aforeſaid, at the pariſh of St. George Baſſeterre aforeſaid, in the iſland of St. Chriſtopher aforeſaid, had notice: And the ſaid Hubert Guichard Mercer in fact ſaith, that the ſaid laſt-mentioned decree and report are, and each of them is ſtill in full force and effect, not in anywiſe reverſed, annulled, ſet aſide, or rendered void, and that he the ſaid Hubert Guichard Mercer hath not yet obtained execution thereupon for the ſaid laſt-mentioned ſum of fourteen thouſand four hundred and ſeventy-five pounds thirteen ſhillings and ninepence ſterling thereby decreed and reported to be due and payable as aforeſaid, or for any part thereof, and that the ſame ſtill remains and is wholly due, unpaid, and unſatisfied to him the ſaid Hubert Guichard Mercer, to wit, at the pariſh of St. George Baſſeterre aforeſaid, in the iſland of St. Chriſtopher aforeſaid, and whereby an action hath accrued to the ſaid Hubert Guichard Mercer to demand and have of and from the ſaid Montague the ſaid laſt-mentioned ſum of fourteen thouſand four hundred and ſeventy-five pounds thirteen ſhillings and ninepence ſterling, other parcel of the ſaid ſum of eighty-ſix thouſand eight hundred and fifty-four pounds two ſhillings and ſixpence ſterling above demanded: And whereas the ſaid Hubert Guichard Mercer heretofore, to wit, on the eighth day of March, in the twenty-ſecond year of our ſovereign lord the now king, in the court of chancery of our ſaid lord the king holden at Weſtminſter, in the county of Middleſex aforeſaid, to wit, at the pariſh of St. George Baſſeterre aforeſaid, in the iſland of St. Chriſtopher aforeſaid, within and for his kingdom of Great Britain, before the lord high chancellor of the ſaid kingdom, by the conſideration, decree, order, and judgment of the ſaid court recovered againſt the ſaid Montague the further ſum of fourteen thouſand four hundred and ſeventy-five pounds thirteen ſhillings and ninepence ſterling, which in and by a certain decree of the ſaid court, and a certain report thereupon before then duly made and confirmed, had been decreed and reported to be due and payable from the ſaid Montague to the ſaid Hubert Guichard Mercer, as by the ſaid laſt-mentioned decree and report duly inrolled and filed in the ſaid court of chancery of our ſaid lord the king

3d Count.

king at Weſtminſter, in the county of Middleſex aforeſaid, and now there remaining, relation being thereunto had, will amongſt other things more fully and at large appear; which ſaid laſt-mentioned decree and report ſtill remains in full force and effect, not in anywiſe reverſed, annulled, ſet aſide, or rendered void, and the ſaid Hubert Guichard Mercer hath not yet obtained execution thereupon for the ſaid laſt-mentioned ſum of fourteen thouſand four hundred and ſeventy five pounds thirteen ſhillings and ninepence thereby decreed and reported to be due and payable as aforeſaid, or for any part thereof, but that the ſaid laſt mentioned ſum of fourteen thouſand four hundred and ſeventy-five pounds thirteen ſhillings and ninepence ſterling, and every part thereof, ſtill remains and is wholly due, unpaid, and unſatisfied to him the ſaid Hubert Guichard Mercer, to wit, at the pariſh of St. George Baſſeterre aforeſaid, in the iſland of St. Chriſtopher aforeſaid, whereby an action hath accrued to the ſaid Hubert Guichard Mercer to demand and have of and from the ſaid Montagu the ſaid laſt-mentioned ſum of fourteen thouſand four hundred and ſeventy-five pounds thirteen ſhillings and ninepence ſterling, other parcel of the ſaid ſum of eighty-ſix thouſand eight hundred and fifty-four pounds two ſhillings and ſixpence ſterling above demanded: And whereas the ſaid Montague afterwards, to wit, on the firſt day of May, A. D. 1764, to wit, at the pariſh of St George Baſſeterre aforeſaid, in the iſland of St. Chriſtopher aforeſaid, had and received to the uſe of the ſaid Hubert Guichard Mercer the further ſum of fourteen thouſand four hundred and ſeventy-five pounds thirteen ſhillings and ninepence ſterling, whereby an action hath accrued to the ſaid Hubert Guichard Mercer to demand and have of and from the ſaid Montague the ſaid laſt mentioned ſum of fourteen thouſand four hundred and ſeventy-five pounds thirteen ſhillings and ninepence ſterling, other parcel of the ſaid ſum of eighty-ſix thouſand eight hundred and fifty-four pounds two ſhillings and ſixpence ſterling above demanded: And whereas the ſaid Montague afterwards, to wit, on the day and year laſt aforeſaid, at the pariſh of St. George Baſſeterre aforeſaid, in the iſland of St. Chriſtopher aforeſaid, accounted together with the ſaid Hubert Guichard Mercer of and concerning divers ſums of money before that time due and owing from the ſaid Montague to the ſaid Hubert Guichard Mercer, and then being in arrear and unpaid, and upon that occaſion he the ſaid Montague was then and there found in arrear and indebted to the ſaid H. G. in the further ſum of fourteen thouſand four hundred and ſeventy-five pounds ſterling, whereby an action hath accrued, &c.: And whereas the ſaid Montague afterwards, to wit, on, &c. borrowed of the ſaid H. G. Mercer the further ſum of fourteen thouſand four hundred and ſeventy five pounds ſterling, to be paid to him the ſaid H. G. when he the ſaid Montague ſhould be thereto afterwards requeſted, whereby an action hath, &c.; yet the ſaid Montague, although often requeſted, hath not as yet paid the ſaid ſum of eighty-ſix thouſand eight hundred and fifty-four pounds ſterling

ling above demanded or any part thereof to the ſaid H. G. but he to pay the ſame or any part thereof to the ſaid H. G. he the ſaid M. hath hitherto wholly refuſed, and ſtill doth refuſe. Damages five hundred pounds, &c. *Drawn by* MR. TIDD.

This Count is ſufficient, although the ground of the decree is not ſtated according to the caſe of Crawford againſt Whittall, K. B. Hilary, 13. Geo. III.

MIDDLESEX, to wit. J. S. and M. his wife, late M. O. widow, complain of H. C. being, &c. in a plea that he render to the ſaid J. and M. his wife thirty-three ſhillings and ſixpence of lawful money of Great Britain, which he owes to and unjuſtly detains from them; for that whereas the ſaid M. by the name of M. O. widow, heretofore, that is to ſay, in Michaelmas term laſt paſt, in the court of our lord the king, before the king himſelf (the ſaid court being then and ſtill at Weſtminſter, in the ſaid county of Middleſex), by the conſideration of the ſaid court, recovered againſt the ſaid H. C. thirty-ſix ſhillings and ſixpence, which were then and there adjudged to the ſaid M. for his coſts and charges by her ſuſtained about her defence of a certain ſuit heretofore commenced by the ſaid H. C. againſt the ſaid M. whilſt ſhe was ſole and unmarried in the ſaid court of our lord the king, before the king himſelf in a plea of treſpaſs, for that the ſaid H. C. did not duly, and according to the courſe and practice of the ſaid court here, declare by his bill or declaration in any perſonal action or ejectment againſt the ſaid M. after the ſaid appearance of the ſaid M. to the ſame ſuit whereof he is convicted, as by the record and proceeding thereof remaining in the ſaid court of our ſaid lord the king, before the king himſelf here, manifeſtly appears; which ſaid judgment ſtill remains in full force and virtue, not revoked, annulled, or ſatisfied; and the ſaid J. and M. his wife, have not, nor hath either of them yet ſued out execution upon the judgment aforeſaid, whereby an action hath accrued to the ſaid J. and M. his wife, to demand and have of and from the ſaid H. C. the ſaid thirty-three ſhillings and ſixpence above demanded; yet, &c. (Common concluſion in debt.)

Declaration by huſband and wife on a judgment of nol. pros. for not declaring in an action againſt the wife whilſt ſhe was ſole, but who married before judgment declared.

MR. BARROW.

The plaintiff was married in a day or two after the original writ was brought, and before any declaration delivered; and ſhe ſhall not thereby defeat the action which commenced, as therefore the writ will ſtand againſt her, I think it ought to be equally ſupported for her, eſpecially as the plaintiff in the original action is not thereby affected one way or other by it, and the ſubſequent proceedings muſt follow the original ſuppoſed original writ, which is againſt her alone; I have therefore made the declaration more general, ſo as not to contradict the fact, and as it now ſtands am of opinion that it may be ſafely proceeded on. THO. BARROW.

The plaintiff's marriage after the ſuing out, and before the ſervice of the writ in the original action with great attention, and after a long ſearch in the books have diſcovered that it was not ſufficient to abate the writ, of courſe the ſubſequent proceedings and the preſent action may be ſupported the principle eſtabliſhed in ſuch caſe is, that it a *feme ſole*

2. Stra. 811, 2. Ld. Ray. 1520.

LEICESTER-

Declaration in debt on a judgment recovered in an hundred court.

LEICESTERSHIRE, to wit. John Place againſt Elizabeth Cowdell; for that whereas the ſaid plaintiff heretofore, to wit, at the court of and for the hundred of Weſt Goſcot held at M. in the county of L. aforeſaid, and within the juriſdiction of the ſaid court, on, &c. before certain then free ſuitors and judges of the ſaid court then and there preſent in the ſame, according to the cuſtom of the ſame court immemorially uſed and approved of by the conſideration of the ſaid court, recovered againſt the ſaid defendant five pounds, which in and by the ſaid court were then and there adjudged to the ſaid plaintiff with his aſſent, for his coſts and charges by him laid out about his defence in and of a certain plea, to wit, a plea of treſpaſs upon the caſe upon promiſes before then commenced and brought by the ſaid defendant againſt the ſaid plaintiff in the ſaid court, as by the proceedings thereof remaining in the ſaid court of M. aforeſaid may more fully and at large appear, which ſaid judgment ſtill remains in its full force, ſtrength, and effect, not reverſed, annulled, vacated, diſcharged, or ſatisfied, and the ſaid plaintiff hath not as yet obtained execution of the ſame, whereby an action hath accrued to the ſaid plaintiff to demand and have of and from the ſaid defendant the ſaid five pounds, parcel of the ſaid ten pounds above demanded: And whereas the ſaid defendant heretofore, to wit, on, &c. at, &c. borrowed of the ſaid plaintiff five pounds, reſidue of the ſaid ten pounds above demanded; yet, &c. (Common concluſion in debt.)

2d Count for money borrowed.

Drawn by MR. LAWES.

Michaelmas Term, 29. Geo. III.

Declaration in debt on a judgment in replevin obtained by avowant.

MIDDLESEX, to wit. William Harris, late of, &c. was ſummoned to anſwer John Heath in a plea that he render to the ſaid John the ſum of ſixty-three pounds eight ſhillings of, &c. which he owes to and unjuſtly detains from him; for that whereas the ſaid John heretofore, to wit, in the term of St. Michael, in the twenty-eighth year of the reign of our lord the now king, in the court of our ſaid lord the king of the bench before the right honourable Alexander lord Loughborough and his companions, then juſtices of our ſaid lord the king of the bench here, to wit, at Weſtminſter, in the ſaid county of Middleſex, by the conſideration and judgment of the ſame court recovered againſt the ſaid William ſixty-three pounds eight ſhillings as well for his damages by him ſuſtained by reaſon of and on account of a certain action of replevin before that time proſecuted by the ſaid William againſt the ſaid John for the ſuppoſed taking and unjuſtly detaining of a certain cart of the ſaid William againſt ſureties and pledges, as for the coſts and charges of the ſaid John by him about his ſuit in that behalf expended by the ſaid court, according to the form of the ſtatute in that caſe made and provided, adjudged to the ſaid John as well at his requeſt as with the conſent of the ſaid William, whereof the ſaid William is convicted, as by the record of the proceedings thereof now remaining in the ſaid court of our ſaid lord the king of

the bench here (amongſt other things) more fully appears; which ſaid judgment is ſtill remaining in its full force, ſtrength, and effect, not ſatisfied, and in no ways annulled, reverſed, vacated, or diſcharged, nor has the ſaid John obtained any execution of the ſaid judgment, or any part thereof; *per quod actio accrevit, &c.* (Common concluſion.)

Drawn by MR. GRAHAM.

I am inclined to think that an action may be maintained upon the judgment for the damages and coſts recovered by the defendant in replevin. I entertained ſome doubts at firſt, whether, as there is another part of the judgment which cannot be included in this action, viz. judgment *pro retorno habendo*, the defendant in replevin was juſtified in point of law in dividing the two judgments; but upon further conſidering the caſe, I incline to think there is nothing in the objection.

MIDDLESEX, to wit. Elizabeth Kelly, widow, adminiſtratrix of all and ſingular the goods and chattels, rights and credits which were of Thomas Tucker deceaſed at the time of his death, who died inteſtate, unadminiſtered by Joſeph Knight in his lifetime now deceaſed, complains of William Heviſey, eſquire, being, &c. of a plea that he render to ſaid plaintiff, adminiſtratrix in form aforeſaid, one hundred and nineteen pounds ten ſhillings of lawful, &c. which he unjuſtly detains from her; for that whereas ſaid Joſeph Knight, deceaſed, in his lifetime, that is to ſay, in Eaſter term, in the twenty-ſeventh year of the reign of our lord the now king, as adminiſtrator of all and ſingular the goods, chattels, and credits which were of the ſaid T. T. deceaſed at the time of his death, who died inteſtate, in the court of our lord the now king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter, in ſaid county of Middleſex), by bill without his majeſty's writ, and by the conſideration of the ſaid court, recovered againſt the ſaid defendant, as executor of the laſt will and teſtament of the ſaid E. H. eſquire, deceaſed, forty-nine pounds for his damages which he the ſaid J. K. had ſuſtained, as well on occaſion of the not performing of a certain promiſe and undertaking made by him the ſaid Edward in his lifetime to ſaid T. T. unadminiſtered in form aforeſaid, as for his coſts and charges by him ſaid J. K. in his lifetime about his ſuit in that behalf expended, to be levied of the goods and chattels which were of ſaid E. at the time of his death in the hands of ſaid W. to be adminiſtered, if he the ſaid W. had ſo much thereof in his hands to be adminiſtered, and if he had not ſo much thereof in his hands to be adminiſtered, then twelve pounds one ſhilling and ſivepence, part of the aforeſaid damages, being for the coſts and damages aforeſaid to be levied of the proper goods and chattels of the aforeſaid W. whereof the aforeſaid W. was convicted, as by the record and proceedings thereof remaining in the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, more fully appears: And whereas the ſaid J. K. deceaſed in his lifetime, as adminiſtrator in form aforeſaid, to wit, on the twenty-fourth day of

Declaration in debt at ſuit of adminiſtrator *de bonis non* on judgment recovered in K. B. againſt defendant, as executor, and affirmed in the exchequer chamber for the original judgment and coſts of affirmation, ſuggeſting a *devaſtavit*.

Recital of writ of error.

of April, in Eaſter term, in the twenty-eighth year of the reign of our ſaid lord the now king, in his majeſty's court of his exchequer chamber at Weſtminſter, before his majeſty's juſtices of the bench and the barons of his majeſty's exchequer of the degree of the coif there, recovered againſt ſaid W. H. eleven pounds ten ſhillings, which in the ſame court of the exchequer chamber aforeſaid, at Weſtminſter aforeſaid, before his majeſty's ſaid juſtices and barons of the degree of the coif there, according to the form of the ſtatute in ſuch caſe made and provided, were then and there adjudged to ſaid J. K. for his damages, coſts, and charges which he had, by reaſon of the delay of the execution of the judgment aforeſaid, by pretence of the proſecution of our ſaid lord the king's writ of error by ſaid W. H. of and upon the judgment aforeſaid proſecuted, whereof the ſaid W. H. was alſo convicted, as by the record and proceedings thereof remitted from the ſaid court of our ſaid lord the king of his exchequer chamber at Weſtminſter into his majeſty's ſaid court, before the king himſelf at Weſtminſter aforeſaid, and now there remaining, more fully and at large appears; which ſaid judgment *in all things affirmed, and the ſaid adjudication of the ſaid eleven pounds ten ſhillings* ſtill remaining in the ſaid court of our ſaid lord the king, before the king himſelf at Weſtminſter, in THEIR full force, ſtrength, and effect, not reverſed, annulled, ſet aſide, paid off, or ſatisfied, and the ſaid Joſeph in his lifetime, and the ſaid Elizabeth ſince the death of ſaid Joſeph, have not, nor hath either of them yet obtained any execution either of the aforeſaid original judgment, or of the ſaid adjudication of the ſaid eleven pounds ten ſhillings, or of any or either of them: And ſaid Elizabeth further ſays, that the ſaid W. after the death of ſaid E. H. to wit, on the firſt day of May, A. D. 1755, at Weſtminſter aforeſaid, in the county aforeſaid, ſold, eloigned, waſted, and diſpoſed of to his own uſe divers (1) goods and chattels which were of ſaid Edward at the time of his death, to the value of the ſeveral damages, coſts, and charges aforeſaid received and adjudged in form aforeſaid, and of every part thereof, and which ſaid (2) goods and chattels came to the hands of ſaid W. to be adminiſtered, whereby an action accrued to ſaid J. in his lifetime, as adminiſtrator in form aforeſaid, to demand and have of ſaid W. the ſaid ſixty pounds ten ſhillings (3) parcel of ſaid one hundred and nine pounds ten ſhillings above demanded. (Add another Count on the judgment for forty-nine pounds without the affirmance in error); yet the ſaid William, although often requeſted, hath not rendered the aforeſaid one hundred and nine pounds ten ſhillings or any part thereof either to ſaid Joſeph, and to which ſaid adminiſtration of all and ſingular the goods and chattels, rights and credits which were of ſaid T. T. deceaſed at the time of his death unadminiſtered by ſaid Joſeph Knight deceaſed, were, after the death of ſaid J. K. to wit, on the twenty-fourth of November, A. D. 1755, by Thomas, by Divine Providence archbiſhop of Canterbury, primate of all England and metropolitan, in due form

(y) In ſecond Counts, ITS.

Whereſtavit.

(1) "or other"

(2) "laſt-mentioned"

(3) "forty-nine pounds, reſidue"

form of law granted, or to either of them, but hath hitherto wholly refuſed to render the ſame to them or either of them, and ſtill refuſes to render ſame to ſaid E. her demand of ten pounds, ſuit, &c.; and ſhe alſo brings into court here the letters of adminiſtration of the ſaid archbiſhop, which ſufficiently prove to the court here the commiſſion of the adminiſtration aforeſaid to ſaid Elizabeth in form aforeſaid, the date whereof is the day and year in that behalf mentioned. Pledges, &c.

Drawn by MR. WARREN.

Declaration in debt on judgment recovered in a court at Kingſton upon Thames.

SURRY, to wit. William Martin complains of Thomas Bartlett being, &c. in a plea that he render to ſaid plaintiff one hundred and eighty-two pounds four ſhillings of lawful, &c. which he owes to and unjuſtly detains from him; for that whereas the ſaid plaintiff heretofore, to wit, at the court of record of our lord the now king of the town of Kingſton upon Thames, in the county of Surry, held in the Guildhall of ſaid town in and for ſaid town, and within the juriſdiction of the court, on Saturday, the ſeventh day of September 1745, before Thomas Brown, gentleman, and Thomas Hall, gentleman, then bailiffs of ſaid town, and Nicholas Hardinge, then recorder of ſaid town, then judges of the court aforeſaid, according to the cuſtom of ſaid court from time immemorial then uſed and approved of, came perſonally, and then and there in the ſaid court, according to the cuſtom of ſaid court during all the time aforeſaid there uſed and approved of, levied his certain plaint againſt ſaid defendant by the name of, &c. of a plea of debt of one hundred and eighty pounds on demand, for a certain cauſe of action ariſing and happening to ſaid plaintiff within the juriſdiction of ſaid court, and then and there in ſaid court found pledges to proſecute his ſaid plaint, to wit, John Doe and Richard Roe, and ſuch proceedings were thereupon had in ſaid court in ſaid plea, that afterwards, to wit, at the ſame court ſo held as aforeſaid on ſaid ſeventh day of September in the year aforeſaid, before the then bailiffs and recorder of ſaid town, at the Guildhall aforeſaid, according to the cuſtom aforeſaid, ſaid defendant having then and there appeared in the ſaid court to ſaid plaint, he the ſaid plaintiff then and there in ſaid court ſo held as aforeſaid, by the conſideration and judgment of the ſaid court, and by the conſent as well of ſaid plaintiff as of ſaid defendant recovered againſt ſaid defendant in ſaid plea as well his ſaid debt of one hundred and eighty pounds as two pounds four ſhillings, which in and by ſaid court, and by the conſent as well of plaintiff as of ſaid defendant, were then and there awarded to ſaid plaintiff for his damages which he had ſuſtained as well on occaſion of the detaining that debt as for the coſts and charges by him laid out about his ſuit in that behalf, whereof ſaid defendant was convicted, as by the record and proceedings thereof remaining in ſaid court at K. aforeſaid more fully appears; which ſaid judgment ſtill remains in that court unreverſed, unpaid, and unſatisfied, and ſaid plaintiff hath not

not as yet obtained any execution of his ſaid judgment, whereby an action hath accrued to ſaid plaintiff to demand of ſaid defendant ſaid one hundred and eighty-two pounds four ſhillings above demanded, being the debt and damages aforeſaid above recovered as aforeſaid, yet ſaid defendant, although often requeſted, &c. hath not yet paid ſaid one hundred and eighty-two pounds four ſhillings, or any part thereof to ſaid plaintiff, but to pay him ſame hath hitherto wholly refuſed, and ſtill doth refuſe, to the damage of ſaid plaintiff of pounds; and therefore he brings his ſuit, &c.

...zſt, no ſuch ...rd; 2d, pay... ...t of debt ...damages.

BARTLETT *at ſuit of* MARTIN. And ſaid defendant, by E. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, that ſaid plaintiff *actio non*; becauſe he ſays there is no ſuch record of ſaid judgment in ſaid court of the town of Kingſton aforeſaid, as ſaid plaintiff hath above in his ſaid declaration alledged; and this he ſaid defendant is ready to verify, wherefore, &c.: And for further plea in this behalf he ſaid defendant, by leave, &c. further ſays, that ſaid plaintiff *actio non*; becauſe he ſays, that he ſaid defendant after the ſaid recovery of ſaid debt and damages, and before the exhibiting, &c. to wit, on, &c. at K. aforeſaid, paid to ſaid plaintiff the debt and damages aforeſaid in form aforeſaid recovered; and this he ſaid defendant is ready to verify; wherefore, &c. EDWARD BOOTH.

See ſtat. 4. & 5. Ann. c. 16. ſ. 12. Com. Dig. tit. Pleader, 2. W. 13.

...plication that ...re is ſuch ...cord, and that ...fendant did ...pay debt and ...mages; with ...o iſſues, one ...o be tried by ...he record, the ...ther by the ...ountry.

MARTIN *at ſuit of* BARTLETT. And ſaid plaintiff, as to ſaid plea of ſaid defendant by him firſt above pleaded in bar, ſays, that he by any thing therein alledged ought not to be barred from having his aforeſaid action thereof maintained againſt ſaid defendant, becauſe he ſays there is ſuch a record of ſaid judgment remaining in ſaid court of the town of K. aforeſaid, as ſaid plaintiff hath above in his ſaid declaration in that behalf alledged; and this he ſaid plaintiff is ready to verify by his ſaid record, how, where, and in what manner this court here ſhall order, &c.: And as to the ſaid plea of the ſaid defendant by him ſecondly above pleaded in bar, he ſaid plaintiff ſays, that he by any thing, &c. (as before), *precludi non*; becauſe he ſays that ſaid defendant did not pay to ſaid plaintiff the debt and damages aforeſaid, recovered in form aforeſaid, as ſaid defendant hath above in that behalf in pleading alledged; and that he ſaid plaintiff prays may be enquired of by the country, and ſaid defendant doth the like, &c., therefore as to the premiſes whereof ſaid parties have above put themſelves in iſſue to be levied by the record, ſaid plaintiff is commanded that he have the ſaid record before the king himſelf, on next after, &c. and that he fail not at his peril, &c; and as to the trial of ſaid iſſue above joined, let the aforeſaid parties to be tried by the country, let them cauſe a jury, &c.

Hilary

DEBT (IN C. B.) ON JUDGMENT (OF NON PROS. IN B.R.)

Hilary Term, 24. Geo. III.

Declaration debt in C. P. a judgment *non pros.* not declaring recovered King's Bench against the plaintiff in the former action.

MIDDLESEX, to wit. John Baptiſt A. late of, &c. was ſummoned to anſwer unto John Wheler in a plea that he render to him thirty-three ſhillings of lawful, &c. which he owes to and unjuſtly detains from him, &c.; and whereupon ſaid plaintiff, by A. B. his attorney, complains, that whereas he ſaid plaintiff theretofore, in Michaelmas Term, in the twenty-fourth year of the reign of our ſaid lord the now king, in the court of our ſaid lord the king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter, in the county of Middleſex, recovered againſt ſaid defendant thirty-three ſhillings, which in and by ſaid court of our ſaid lord the king, before the king himſelf, were then and there adjudged to ſaid plaintiff for his coſts and charges by him ſuſtained in and about his defence of a certain action or ſuit theretofore brought and commenced by ſaid defendant againſt him ſaid plaintiff in the ſaid court of our ſaid lord the king, before the king himſelf, for that he the ſaid defendant did not declare or put into the ſaid court of our ſaid lord the king, before the king himſelf, his bill or declaration in any perſonal action or ejectment againſt the ſaid plaintiff, before the end of the term next after the appearance of the ſaid plaint of the ſaid court to a certain writ of our ſaid lord the king called a *latitat*, before then iſſued out of the ſaid court in the aforeſaid action or ſuit of ſaid defendant againſt him ſaid plaintiff, but omitted and neglected ſo to do, whereof ſaid defendant was convicted, as by the record and proceedings thereof remaining in the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, in ſaid county of Middleſex, more fully and at large appear; which ſaid judgment ſtill remains in full force, ſtrength, and effect, in no manner reverſed, vacated, anſwered, paid off, diſcharged, or ſatisfied, nor hath he ſaid plaintiff as yet obtained execution thereof, whereby an action hath accrued to ſaid plaintiff to demand and have of and from ſaid defendant ſaid ſum of thirty-three ſhillings above demanded; yet, &c. (Common concluſion in debt.)

Vide Com. Dig. 245. as to mode of declaring debt on judgment.

See 3. Mod. Entr. or Ves. Mecum, 560.

V. LAWES.

Declaration debt on judgment of *non pros.* for not replying recovered in C. P.

FOR that whereas ſaid plaintiff heretofore, that is to ſay, in Hilary term, in the twenty-third year of the reign of our lord the now king, in the court of our ſaid lord the king of the bench at Weſtminſter, in the county of Middleſex, by the conſideration of ſaid court of the bench there recovered againſt ſaid defendant, &c. for that ſaid defendant did not reply to a certain plea of ſaid plaintiff to him pleaded in a certain plea of treſpaſs on the caſe on premiſes againſt him ſaid plaintiff, lately commenced by ſaid defendant in court of the bench there, according to the form of the ſtatute in ſuch caſe made and provided, which were awarded to ſaid plaintiff, and at his requeſt by ſaid court of the bench there for his coſts and charges by him laid out about his defence in that behalf, whereof ſaid defendant was convicted, as by the record and proceedings

thereof remaining in ſaid court of our ſaid lord the king of the bench at Weſtminſter more fully and at large appears; which ſaid judgment ſtill remains in full force, ſtrength, and effect, not reverſed, vacated, annulled, diſcharged, or ſatisfied, and ſaid plaintiff hath as yet obtained no execution of his aforeſaid judgment, by means whereof an action hath accrued to ſaid plaintiff to demand and have of ſaid defendant ſaid pounds above demanded; yet, &c. (Common concluſion in debt.)

Drawn by MR. WARREN.

Declaration in debt on judgment after verdict for plaintiff in county court of Yorkſhire, in *Trinity.*

YORKSHIRE, to wit. John Cockroft complains of Robert Barrett otherwiſe Wooler, being, &c. in a plea that he render to him the ſaid John nineteen pounds thirteen ſhillings and fivepence of lawful, &c. which he owes to and unjuſtly detains from him; for that whereas heretofore, to wit, on Wedneſday, the third day of February, in the year of Our Lord 1700, at the county court of Walter Fowkes, eſquire, the ſheriff of the county of York, held at the caſtle of York in and for the ſaid county, and within the juriſdiction of the ſaid court, before William Wilton, John Hall, Thomas Snowden, and Thomas Binks, ſuitors of the ſaid court, the ſaid John came and levied his plaint in the ſaid court againſt the ſaid Robert, of a plea of treſpaſs on the caſe to the damage of the ſaid John of thirty-nine ſhillings and elevenpence, and ſuch proceedings were there had thereupon that afterwards, to wit, at the county court of Charles Duncombe, eſquire, then being ſheriff of the ſaid county of York, held at the ſaid caſtle of York in and for the ſaid county, and within the juriſdiction of the ſaid court, on Wedneſday the thirteenth day of October, in the year aforeſaid, before G. S. J. B. G. W. and J. L. ſuitors of the ſaid court, the ſaid John, by the conſideration and judgment of the ſaid court, recovered againſt the ſaid R. T. nine pounds thirteen ſhillings and fivepence, which in and by the ſaid court were adjudged to the ſaid John as well for the damages which he had ſuſtained in the plea aforeſaid as for his coſts and charges by him about his ſuit in that behalf expended, whereof the ſaid Robert was convicted, as by the memorandum and proceeding thereof ſtill remaining in the ſaid county court of York aforeſaid, in the court and juriſdiction aforeſaid, more fully appears, which ſaid judgment ſtill remains in full force, not annulled, vacated, or otherwiſe diſcharged or ſatisfied, by means whereof an action hath accrued to the ſaid John to demand and have of and from the ſaid Robert the ſaid nine pounds thirteen ſhillings and fivepence, parcel of the ſaid nineteen pounds thirteen ſhillings and fivepence above demanded: And whereas the ſaid Robert afterwards, to wit, on the firſt day of June, in the year of Our Lord 1791, at York aforeſaid, in the county aforeſaid, had and received to the uſe of the ſaid John another large ſum of money, to wit, the ſum of ten pounds of like lawful money, whereby the ſaid Robert became liable to pay to the ſaid John the ſaid laſt-mentioned ſum of

See Carth. 85. Yelv. Eliz. 817. 877. 2. Wilſ. 319. 1 Dougl. 1. to 7.

Count, money had and received.

money when he the ſaid Robert ſhould be thereto afterwards requeſted, whereby an action hath accrued to the ſaid John to demand and have of and from the ſaid Robert the ſaid laſt-mentioned ſum of money, reſidue of the ſaid nineteen pounds thirteen ſhillings and ſivepence above demanded; yet the ſaid Robert, although often requeſted, hath not as yet paid the ſaid nineteen pounds thirteen ſhillings and ſivepence above demanded or any part thereof to the ſaid John, but to render the ſame or any part thereof to the ſaid John he the ſaid Robert hitherto wholly refuſed, and ſtill refuſes, to the damage of the ſaid John of ten pounds; and therefore he brings his ſuit, &c. for bond. Pledges, &c.

T. BARROW.

King's Bench, Hilary Term, 28. Geo. III.

Declaration in debt on a judgment recovered in the borough court of Liverpool.

LANCASHIRE, to wit. James Groves againſt John Fiſher, in debt for ſeventy-ſeven pounds fourteen ſhillings; for that whereas at the court of record of our ſaid lord the king of the borough of Liverpool, holden at L. in the county of Lancaſter, in the common hall of the ſame borough, and within the juriſdiction of the ſame court, on Thurſday the eleventh of March 1784, before William Hetketh the then mayor, and Charles Poole and Edward Rigby the then bailiffs of the ſaid borough, and judges of the ſaid court, according to the cuſtoms of the ſaid borough from time immemorial then uſed and approved of, came the ſaid James in his proper perſon and then and there at the ſame court levied his certain plaint againſt the ſaid John in a certain plea of treſpaſs on the caſe, to the damage of the ſaid James of one hundred pounds, for a certain cauſe of action ariſing to the ſaid James within the juriſdiction, and then and there found pledges for the proſecution of his ſaid plaint, to wit, John Doe and Richard Roe, and ſuch proceedings were thereupon had in the ſaid court that afterwards, to wit, at the ſaid court of our ſaid lord the king of the borough of L. holden at L. in the ſaid county of Lancaſter, in the common hall of the ſaid borough, and within the juriſdiction of the ſaid court, on Thurſday the twenty-ſeventh of January 1785, before John Gregſon, eſquire, the then mayor, and Joſeph Brooks and John Greenwood the then bailiffs of the ſaid borough, and judges of the ſaid court, the ſaid James by the conſideration and judgment recovered againſt the ſaid John thirty-eight pounds ſeventeen ſhillings, which in and by the ſaid court, holden as laſt aforeſaid, were adjudged to the ſaid James for the damages which he had ſuſtained as well by reaſon of the not performing certain promiſes and undertakings before then made by the ſaid John to the ſaid James, within the juriſdiction, as for his coſts and charges by him about his ſuit in that behalf expended, whereof the ſaid John was convicted, as by the record and proceeding remaining in the ſaid court of L. aforeſaid, in the ſaid county of L. and within the juriſdiction, more fully appears, which ſaid judgment ſtill remains in full force and effect, not reverſed, ſatisfied,

fied, or otherwiſe vacated; and the ſaid James hath not yet obtained any execution of the ſaid judgment, whereby an action hath accrued to demand and have of and from the ſaid John the ſaid thirty-eight pounds ſeventeen ſhillings ſo received as aforeſaid, parcel of the ſaid ſeventy-ſeven pounds fourteen ſhillings above demanded: And whereas the ſaid James, at the ſaid court of record of our ſaid lord the king of the borough of Liverpool, holden at Liverpool, in the ſaid county of L. in the common hall of the ſaid borough, and within the juriſdiction of the ſaid court, on the ſeventeenth day of January 1788. before Thomas Eaſt, eſquire, the then mayor, and Thomas Stainforth and Clayton Tarlton, the then bailiffs of the ſaid borough, and judges of the ſaid court, according to the cuſtom of the ſaid borough from time immemorial there uſed and approved of, by the conſideration and judgment of the ſaid court recovered againſt the ſaid John other thirty-eight pounds ſeventeen ſhillings, which in and by the ſaid court holden as laſt aforeſaid, were adjudged to the ſaid James for the damages which he had ſuſtained, as well by reaſon of the not performing the promiſes and undertakings before then made by the ſaid John to the ſaid James, within the juriſdiction of the ſaid court, as to his coſts and charges by him about his ſuit in that behalf expended, whereof the ſaid John was convicted, as by the record and proceedings thereof remaining in the ſaid court at L. aforeſaid, in the ſaid county of Lancaſter, and within the juriſdiction of the ſaid court, more fully appears, which ſaid laſt-mentioned judgment ſtill remains in full force and effect, not reverſed, ſatisfied, or otherwiſe vacated; and the ſaid James hath not yet obtained any execution of the ſaid laſt-mentioned judgment, whereby an action hath accrued to the ſaid James to demand and have of and from the ſaid John the ſaid ſum of thirty-eight pounds ſeventeen ſhillings ſo recovered as laſt aforeſaid, reſidue of the ſaid ſeventy ſeven pounds fourteen ſhillings above demanded; yet, &c. [Common concluſion in debt.]

Count.

SAMUEL MARRYATT.

King's Bench, Trinity Term, 29. Geo. III.

Declaration in debt on judgment recovered in K. B on an action of debt on recognizance.

MIDDLESEX, to wit. Robert Hale againſt William Williams, in debt for two hundred and ninety two pounds ten ſhillings; for that whereas [the declaration firſt ſtates in the uſual form the recovery in Michaelmas term of a judgment in aſſumpſit in the court of K. B. againſt one Henry Vaughan for the money demanded *prout patet per recordum*, and then proceeds]; and whereupon it was afterwards, to wit, in Hilary term, in the twenty-ninth year aforeſaid, conſidered by the court of our ſaid lord the king, before the king himſelf, to wit, at Weſtminſter aforeſaid, that the ſaid Robert ſhould have execution againſt the ſaid William for the damages aforeſaid, according to the force, form, and effect of a certain recognizance then lately acknowledged by him the ſaid William as one of the bail of and for the ſaid H. V. in the plea aforeſaid,

whereof

whereof the ſaid William was convicted, as by the record and proceedings thereof ſtill remaining in the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, more fully appears, and as well the ſaid judgment as the ſaid award of execution, ſtill remaining in full force and effect, not in anywiſe reverſed, ſatisfied, or otherwiſe vacated, and the ſaid Robert hath not obtained any execution of or upon the ſaid judgment or award of execution; [*per quod actio accrevit*, &c. with common concluſion in debt.]

Drawn by Mr. TIDD.

In the Exchequer, Michaelmas Term, 29. Geo. III.

Declaration debt on judgment recovered in the exchequer.

MIDDLESEX, to wit. George Wheeler, a debtor of our lord the now king, comes before the barons of his exchequer at Weſtminſter, on the twenty-eighth of November, in this ſame term, by Roger Jordin his attorney, and complains by bill againſt John Garnham, being a priſoner in the cuſtody of the ſheriff of Middleſex by virtue of his majeſty's writ of *quo minus*, iſſued out of and under the ſeal of this honourable court, and returnable therein on the morrow of All Souls then next coming, of a plea that he render unto the ſaid George the ſum of forty pounds of lawful, &c. which he owes to and unjuſtly detains from him; for that whereas the ſaid G. heretofore, to wit, in Eaſter term in the twenty-eighth year of the reign of our ſaid lord the now king, in the court of our ſaid lord the king, before the barons of his exchequer at Weſtminſter, in the county of Middleſex aforeſaid, by the conſideration an judgment of the ſaid court, recovered againſt the ſaid John the ſum of twenty-five pounds two ſhillings and ninepence, which in and by the ſaid court of our ſaid lord the king, before the barons of his exchequer aforeſaid, was adjudged to the ſaid G. for his damages which he had ſuſtained, as well by reaſon of the not performing certain promiſes and undertakings then lately made by the ſaid John to the ſaid G. as for his coſts and charges by him about his ſuit in that behalf expended, whereof the ſaid John was convicted, as by the record and proceedings thereof ſtill remaining in the ſaid court of our ſaid lord the king, before the barons of his exchequer, at Weſtminſter aforeſaid, more fully appears; [the declaration then proceeds to alledge that the judgment continues in force, and that no execution has been iſſued, *per quod actio accrevit*, to the amount of the money recovered by the judgment, parcel, &c. A 2d Count on a *mutuatus* for the ſum of fourteen pounds ſeventeen ſhillings and threepence, reſidue, &c. with common concluſion in debt]; to the ſaid George his damage of forty pounds, whereby he is the leſs able to ſatisfy our ſaid lord the now king the debts which he owes to his majeſty's exchequer, and therefore he brings ſuit, &c. Pledges, &c.

Drawn by MR. TIDD.

King's Bench, Hilary Term, 37. Geo. III.

Declaration on judgment of [illegible] *prof.*

CITY OF WORCESTER AND COUNTY OF THE SAME CITY, to wit. William Lancaſhire complains againſt James Smith, being in the cuſtody of the marſhal of the marſhalſea of our lord the now king, before the king himſelf, in a plea that he render to the ſaid William the ſum of ten pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from him; for that whereas the ſaid William lately, to wit, on the nineteenth day of April 1796, at the city of Worceſter aforeſaid and county of the ſame city, at the court of Richard Morton, gentleman, then ſheriff of the ſaid city and county of the ſaid city, then and there held before the ſuitors of the ſaid court, according to the cuſtom of the ſaid court from time immemorial, and by the judgment of the ſaid court recovered againſt the ſaid James fourteen ſhillings and tenpence, parcel of the ſaid ſum of ten pounds above demanded, for the coſts and charges of the ſaid William by him ſuſtained, for that the ſaid James did not proſecute his ſuit in the ſaid court againſt the ſaid William, whereof the ſaid James is convicted, as by the proceedings thereof remaining in the ſaid court more fully appears, which ſaid judgment ſtill remains in full force and effect, not in the leaſt annulled, reverſed, or ſatisfied; whereby an action hath accrued to the ſaid William to demand and have from the ſaid James the ſaid ſum of fourteen ſhillings and tenpence, parcel of the ſaid ſum of ten pounds above demanded:

Count, on a [illegible] *ſtatute.*

And whereas alſo the ſaid James afterwards, to wit, on the ſame day and year aforeſaid, at the city of Worceſter aforeſaid, and county of the ſame city, had borrowed of the ſaid William nine pounds five ſhillings and twopence, further parcel of the ſaid ſum of ten pounds above demanded, to be paid to the ſaid William whenever afterwards he the ſaid James ſhould be thereunto requeſted; yet the ſaid James, although often requeſted, hath not yet paid to the ſaid William the ſaid ſum of ten pounds above demanded or any part thereof, but to pay the ſame to the ſaid William he the ſaid James hath hitherto and ſtill doth refuſe, to the damage of the ſaid William of twenty pounds, and therefore he brings ſuit, &c. Pledges, &c.

DEBT ON PENAL STATUTES.

[illegible] *qui* [illegible] *on the ſtatute* [illegible] *Geo. 3. c. 7. giving a re-* [illegible] *without a* [illegible] *ſtamp.*

MIDDLESEX, to wit. John Brightmore, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of John Parr, being, &c. of a plea that he render to our ſaid lord the king and to the ſaid plaintiff who ſues as aforeſaid, the ſum of ten pounds of, &c. which he owes to and unjuſtly detains from them; for that the ſaid defendant after the twenty-fifth day of March, A. D. 1784, and before the exhibiting the bill

of

of the ſaid plaintiff who ſues as aforeſaid againſt the ſaid defendant, to wit, on, &c. at, &c. in, &c. *did cauſe to be written* a certain receipt then and there given by him the ſaid defendant to the ſaid plaintiff for the payment of money, that is to ſay, for the payment of the ſum of one pound of lawful money of Great Britain, by the ſaid plaintiff to the ſaid defendant, in which the ſum mentioned therein was then and there expreſſed to be in full of all demands, and which ſaid receipt was then and there liable to a certain ſtamp duty, that is to ſay, a ſtamp duty of fourpence, charged and impoſed in and by a certain act made at the parliament of our ſaid lord the king, holden at Weſtminſter in the twenty-third year of his reign, entitled, "An Act for repealing an Act made in the "twenty third year of the Reign of his preſent Majeſty, entitled, "An Act for the charging a Stamp Duty upon Bills of Exchange, "Promiſſory Notes, or other Notes payable otherwiſe than "upon demand, and for granting new Stamp Duties on Bills of "Exchange, Promiſſory and other Notes, and alſo Stamp Duties "on Receipts," upon a certain piece of paper without the ſame being firſt duly ſtamped, as in and by the ſaid act is directed, and upon which there was not then and there any ſtamp or mark reſembling the ſame, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſaid ſtatute the ſaid defendant forfeited and became liable to pay for his ſaid offence the ſum of five pounds, and thereby and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid plaintiff who ſues as aforeſaid, to demand and have for our ſaid lord the king and himſelf in this behalf, of and from the ſaid defendant the ſum of five pounds ſo forfeited as aforeſaid, parcel of the ſaid ſum of ten pounds above demanded: And alſo for that the ſaid defendant, after the ſaid twenty fifth day of March 1784 aforeſaid, and before the exhibiting, &c. *did ſign* a certain other receipt then and there given by, &c. &c. [as in firſt Count to the end]; yet, &c. [Common concluſion in *qui tam* actions].

Vide the act 23. Geo. 3. c. did cauſe to written, then and given.

2d Count, ſign, &c.

WARWICKSHIRE, to wit. W. B. who ſues as well for the poor of the pariſh of B. in the ſaid county of W. as for himſelf in this behalf, complains of W. B. being, &c. of a plea that he render to the ſaid poor of the ſaid pariſh and to the ſaid W. B. who ſues as aforeſaid, one hundred and fifty pounds of, &c. which he owes to and unjuſtly detains from them; for that the ſaid defendant, after the twenty-fourth day of June, A. D. 1737, and within ſix calendar months next before the exhibiting the bill of the ſaid plaintiff, to wit, on, &c. in the pariſh of, &c. in, &c. did for hire, gain, and reward, act, repreſent, and perform a certain part, to wit, the part of Amintor, in a certain entertainment of the ſtage called Daphne and Amintor, without any authority ſo to do by virtue of letters patent from his majeſty or his predeceſſors, or without licence from the chamberlain of his majeſty's houſehold for the time being, contrary to the form of, &c.; whereby

Declaration the ſtat. Geo. 2. c. againſt defendant, for performing in certain entertainments of the ſtage without being licenced.

Count.

by and by force of, &c. the ſaid W. B. forfeited for his ſaid offence the ſum of fifty pounds, whereby and by force of, &c. an action hath, &c.: And the ſaid W. B. who ſues as aforeſaid, further ſays, that the ſaid defendant, after the ſaid twenty-fourth day of June, A. D. 1737, and within, &c. to wit, on, &c. in, &c. did for hire, gain, and reward, perform a part in an entertainment of the ſtage, to wit, in a certain entertainment of the ſtage called a concert of vocal and inſtrumental muſic, without any authority, &c. &c. [as in firſt Count to the end.]: And the ſaid W. B. &c. &c. [ſame as the laſt, only that the defendant played on another day]; yet, &c. [Common concluſion in *qui tam* actions.]

...aration in ... on ſtatute ...eo. 2. c. 23. ... for acting ... ſolicitor in ... exchequer ... the de- ... of a bill.

MIDDLESEX, to wit. Oſwald Truefit complains of Thomas Becket, gentleman, one of the the attornies of the court of our lord the now king, before the king himſelf, preſent here in court in his own proper perſon, in a plea that he render unto him the ſaid Oſwald two hundred pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from him, &c.; for that the ſaid Thomas, after the firſt day of December, A. D. 1730, to wit, on the fourteenth of March, A. D. 1785, at Weſtminſter, in, &c. did in his majeſty's court of equity in the exchequer chamber at Weſtminſter aforeſaid, in his own name, defend a certain ſuit there then depending in the ſame court, and wherein J. M. H. and J. B. were complainants and the ſaid Oſwald and Jane his wife, late Jane Bromly, R. B. and J. W. were defendants, as ſolicitor for and on the part and behalf of the ſaid Oſwald, Jane his wife, R. B. and J. W. for and in expectation of gain, fees, and reward, without being at the time he the ſaid Thomas ſo acted as ſolicitor as aforeſaid admitted and inrolled in the ſame court in which he ſo acted as aforeſaid, as by the ſaid ſtatute in ſuch caſe made and provided is required, contrary to the form of the ſaid ſtatute; whereby and by force of which ſaid ſtatute the ſaid Thomas forfeited and became liable to pay for his ſaid offence the ſum of fifty pounds, whereby and by force of the aforeſaid ſtatute an action hath accrued, &c. &c.: And the ſaid plaintiff in fact further ſaith, &c. &c. [2d Count ſame as the firſt, omitting in what name defendant practiſed, and on whoſe behalf, &c. &c. 3d Count.]

...laration on ... ſtatute of ..., for not ... the ... of fix-

MIDDLESEX, to wit. William Flemming, who ſues as well for our lord the king as for himſelf in this behalf, complains of William Flanaghan, being, &c. in a plea that he render to our ſaid lord the king and the ſaid William, who ſues as aforeſaid, one

for every 20s. for money taken with an apprentice. 8. Ann, c. 9. ſ. 32. gives the duty from 36s. ... directs when and how to be paid, and 9. Ann, c. 21. ſ. 7. perpetuates that ſtatute, and ſ. 66. ... the penalty.

hundred

hundred and fifty pounds, which he owes to and unjuſtly detains from them; for that whereas after the firſt day of May, which was A. D. 1715, and before the exhibiting the bill of the ſaid William Flemming, who ſues as aforeſaid, to wit, on, &c. one M. B. did by a certain writing, to wit, by certain articles of agreement in writing duly entered into, executed, and ſigned within the city of London, bearing date the day and year laſt aforeſaid, put herſelf apprentice to the ſaid William Flanaghan, and he the ſaid William Flanaghan did then and there by ſuch writing accept and take the ſaid M B. as his apprentice, to learn the trade and buſineſs of a mantua-maker, and with him the ſaid William Flanaghan as an apprentice to ſerve from the day of the date of the ſaid writing unto the full end and term of three years from thence next enſuing, and fully to be complete and ended: And the ſaid William Flemming, who ſues as aforeſaid, in fact further ſaith, that before the exhibiting the bill of him the ſaid William Flemming, to wit, on, &c. there was given and paid to the ſaid William Flanaghan, and he the ſaid William Flanaghan then and there received with and in relation to the ſaid M.B. as ſuch apprentice to the ſaid William Flanaghan as aforeſaid the ſum of twenty pounds of like lawful money, which ſaid ſum ſo given and paid with and in relation to the ſaid M. B. as ſuch apprentice as aforeſaid, was and is contained and inſerted in the aforeſaid writing; whereby and by force of the ſtatute in ſuch caſe made and provided he the ſaid William Flanaghan, as maſter of the ſaid M. B. became liable to pay and ought to have paid to our lord the now king, within the time by the ſtatute in ſuch caſe made and provided limited, and according to the true intent and meaning of the ſame, the ſum of ten ſhillings, being the duty of ſixpence for every twenty ſhillings of the ſaid twenty pounds ſo given and paid with and in relation to the ſaid M. B. as ſuch apprentice as aforeſaid, and by the ſtatute in ſuch caſe made and provided charged and made payable: Yet the ſaid W. Flemming, who ſues as aforeſaid, in fact ſaith, that he the ſaid William Flanaghan, *being ſuch maſter of the ſaid M. B. as aforeſaid*, did not at any time within one month next after the date of the ſaid writing at the head office for ſtamping or marking of vellum, parchment, or paper, pay to the receiver-general for the time being of the ſaid duties on ſtamped vellum, parchment, and paper, the ſaid duty charged and payable for the ſum of twenty pounds in ſuch writing inſerted as aforeſaid, according to the true intent and meaning of the ſtatute in ſuch caſe made and provided, nor hath he the ſaid William Flanaghan at any other time ſince hitherto, or in any other manner whatſoever paid the ſaid ſum of ten ſhillings, being the duty aforeſaid, to our ſaid lord the king, but hath wholly neglected ſo to do, and therein failed and made default, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſtatute in ſuch caſe made and provided, the ſaid William Flanaghan forfeited for his ſaid offence the ſum of thirty pounds, to wit, at, &c. by reaſon whereof and by force of the ſtatute in ſuch caſe

caſe made and provided an action hath accrued to the ſaid William Flemming, who ſues as aforeſaid, to demand and have for himſelf and our ſaid lord the king of and from the ſaid William Flanaghan the ſaid ſum of fifty pounds ſo by him forfeited as aforeſaid, pareel of the ſaid ſum of one hundred and fifty pounds above demanded:

Count. And the ſaid William Flemming, who ſues as aforeſaid, further ſays, that after the firſt day of &c. which was A. D. 1715, and before the exhibiting of, &c. to wit, on, &c. the ſaid M. B. did by a certain other writing, to wit, by certain other articles of agreement in writing duly entered into, executed, and ſigned within the ſaid city of London, by the ſaid William Flanaghan or A. F. his wife, and bearing date, &c. put herſelf apprentice to A. F. then and ſtill being the wife of the ſaid W. F. and ſhe the ſaid A. F. did then and there by ſuch laſt mentioned writing accept and take the ſaid M. B. as her apprentice, to learn the trade and buſineſs of a mantua-maker, and with her the ſaid A. F. as an apprentice from the day of the date of the ſaid laſt-mentioned writing unto the full end and term of three years from thence next enſuing and fully to be complete and ended: And the ſaid William Flemming, who ſues as aforeſaid, in fact further ſaith, that before the exhibiting of, &c. the ſaid William Flemming, who ſues as aforeſaid, in London aforeſaid, there was given and paid to the ſaid William Flanaghan, and he the ſaid William Flanaghan did then and there receive with and in relation to the ſaid M. B. as ſuch apprentice to the ſaid A. F. as laſt aforeſaid, the ſum of twenty pounds of like, &c. which ſaid ſum ſo given and paid with and in relation to the ſaid M. B. as ſuch apprentice as laſt aforeſaid, was and is contained and inſerted in the ſaid laſt-mentioned writing; whereby and by force of, &c.

Count. [ſimilar this Count ſame as the laſt, only omitting what is in Italic]: And the ſaid William, who ſues as aforeſaid, further ſaith, that after, &c. and before the exhibiting, &c. the ſaid William Flemming, who ſues as aforeſaid, to wit, on, &c. the ſaid M. B. did by, &c. and bearing date, &c. agree to ſerve the ſaid William Flanaghan, and the ſaid William Flanaghan did then and there by ſuch laſt-mentioned writing accept and take the ſaid M. B. as his ſervant, to learn the trade of, &c. and with him as ſuch ſervant as laſt aforeſaid ſerve from the date of, &c. unto the full end, &c.: And the ſaid William Flemming, who ſues as aforeſaid, &c. &c. [as the laſt Count to the end, only inſtead of ſaying "apprentice" ſay "ſervant"]; yet the ſaid William Flanaghan, although often requeſted, hath not as yet rendered the ſaid ſum of one hundred and fifty pounds ſo by him forfeited as aforeſaid and above demanded, or any part thereof, to our ſaid lord the king and the ſaid William Flemming, who ſues as aforeſaid, or either of them, but he to render the ſame to our ſaid lord the king and the ſaid William Flemming, who ſues as aforeſaid, or either of them, hath hitherto wholly refuſed and ſtill refuſes ſo to do, to the damage of the ſaid William Flemming, who ſues as aforeſaid, of twenty pounds,

and

and therefore, as well for our ſaid lord the king as for himſelf, he brings his ſuit. V. Lawes.

MONTGOMERYSHIRE, to wit. Sarah Stevens, who ſues as well for our ſovereign lord the now king as for herſelf in this behalf, complains of John Turner, being, &c. in a plea that he render to our ſaid lord the king and the ſaid Sarah, who ſues as aforeſaid, one hundred and ſixty pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from them, &c.; for that the ſaid Joſeph, before and at the ſeveral and reſpective times of the committing of the ſeveral and reſpective offences hereafter mentioned to have been committed by the ſaid J. was a retail dealer in gloves, to wit, at, &c. in, &c.; and the ſaid Sarah, who ſues as aforeſaid, ſaith, that the ſaid J. being ſuch retail dealer in gloves as aforeſaid, not regarding the ſtatute in ſuch caſe made and provided, nor fearing the penalty therein contained, after the firſt day of Auguſt, A. D. 1785, and within ſix calendar months next before the day of exhibiting the bill of the ſaid Sarah, who ſues as aforeſaid in this behalf, to wit, on, &c. at, &c. did *ſell* to a certain perſon whoſe name is to the ſaid Sarah, who ſues as aforeſaid, unknown, one pair of gloves above the price or value of tenpence and not exceeding the price or value of one ſhilling and fourpence, that is to ſay, of the price or value of one ſhilling, without any ſtamp, ticket, mark, or device whatſoever being affixed to ſaid pair of gloves, or to either of them, marked or ſtamped as the ſtatute in ſuch caſe made and provided is directed, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſtatute in ſuch caſe made and provided the ſaid J. forfeited for his ſaid offence the ſum of twenty pounds of lawful, &c. to wit, at, &c. by means of which ſaid ſeveral premiſes and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid Sarah, who ſues as aforeſaid, to demand and have, as well for our ſaid lord the king as for herſelf, of and from the ſaid J. the ſaid ſum of twenty pounds ſo forfeited by him as aforeſaid, parcel of the ſaid ſum of one hundred and ſixty pounds above demanded: And the ſaid Sarah, who ſues as aforeſaid, further ſaith, that the ſaid J. ſo being ſuch retail dealer in gloves as aforeſaid, not regarding, &c. nor fearing, &c. and within ſix, &c. to wit, on, &c. did *vend*, &c. [finiſh this Count ſame as the firſt]: And the ſaid, &c. [ſame as the laſt, only inſtead of ſaying "*vend*" ſay that he "expoſed to ſale"]: And, &c. [ſame as the laſt, only make it five pair of gloves]; yet the ſaid J. although often requeſted, hath not as yet rendered the ſaid ſum one hundred and ſixty pounds above demanded or any part thereof to our ſaid lord the king and the ſaid Sarah, who ſues as aforeſaid, or to either of them, but he to render the ſame or any part thereof to our ſaid lord the king; and the ſaid Sarah, who ſues as aforeſaid, or to either of them, hath hitherto wholly refuſed and ſtill doth refuſe; wherefore the ſaid Sarah, who ſues as aforeſaid, brings this ſuit, &c. V. Lawes.

Declaration on the ſtatute for ſelling a pair of gloves without a ſtamp.

2d Count.

3d Count.

4th Count.

Concluſion.

HAMP-

[illegible]claration on [illegible]. Geo. 3. for [illegible]frauding the [illegible]g of the poſt-[illegible]e duty.

HAMPSHIRE, to wit. Joſeph Bradley, late of, &c. was ſummoned to anſwer James Naſh, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, in a plea that he render to our ſaid lord the king, and the ſaid James who ſues as aforeſaid, one hundred and fifty pounds of lawful, &c. which he owes, &c.; for that whereas before and at the time of committing the ſeveral offences hereafter mentioned, the ſaid Joſeph was an innkeeper, licenſed to let poſt-horſes, according to the form of a certain act of parliament made and paſſed in the twenty-fifth year of the reign of his preſent majeſty, intitled, "An Act for repealing the Duties on Licences, &c. &c." (ſet out the title) not reſiding within the cities of London or Weſtminſter, or within five miles of the ſame, or of the head office for ſtamps, nor within the bills of mortality, but elſewhere, to wit, at Portſmouth aforeſaid, in the ſaid county of Hants: And the ſaid James who ſues as aforeſaid, in fact further ſaith, that the ſaid Joſeph ſo being an innkeeper ſo licenſed as aforeſaid, he the ſaid Joſeph, after the making of the aforeſaid act of parliament, and alſo after the firſt day of Auguſt 1780 therein mentioned, and within ſix calendar months next before the ſuing out of the original writ of the ſaid James, who ſues as aforeſaid, to wit, on, &c. at, &c. did let to hire to one A. B. divers, to wit, five horſes for the purpoſe of travelling poſt by the mile in Great Britain, to wit, from Portſmouth aforeſaid to London, and did then and there, to wit, on, &c. at, &c. receive from him the ſaid A. B. a certain ſum of money, to wit, the ſum of two pounds five ſhillings, being as and for the duty in ſuch caſe payable under and by virtue of the aforeſaid ſtatute for ſo travelling poſt by the mile, with the ſaid horſes ſo let to hire by the ſaid Joſeph as aforeſaid, from Portſmouth aforeſaid, to London aforeſaid, of which ſaid money ſo by him received as aforeſaid, he the ſaid Joſeph ought to have rendered a juſt and true account according to the form of the ſtatute in ſuch caſe made and provided; yet the ſaid Joſeph not regarding the ſtatute in ſuch caſe made and provided, nor fearing the penalty therein contained, did not account for the ſaid money ſo by him received as and for ſuch duty as aforeſaid, according to the form of the ſtatute in ſuch caſe made and provided, or in any other manner whatſoever; but on the contrary, did then and there wilfully conceal the ſaid receipt of the ſaid money ſo by him received as and for ſuch duty as aforeſaid, upon the ſaid letting to hire of the ſaid horſes ſo by him let to hire as aforeſaid, and unlawfully retains the ſame to his own uſe, with an intent and deſign to defraud his majeſty of the ſaid duty ſo impoſed by the ſaid act of parliament, and ſo received by him the ſaid Joſeph as aforeſaid, contrary to the form of the ſaid ſtatute; whereby and by force of the ſaid ſtatute the ſaid Joſeph forfeited for his ſaid offence the ſum of fifty pounds, whereby an action hath accrued to the ſaid James, who ſues as aforeſaid, to demand and have of and from the ſaid Joſeph the ſaid ſum of fifty pounds ſo by him forfeited as aforeſaid, part of the ſaid ſum of one hundred and fifty pounds above demanded.

Trinity Term, 21. Geo. III.

Declaration debt on the 2. Geo. 2. c. f. 7. for money for vote at an *tion* for a me ber of par ment for a b rough.

WILTSHIRE, to wit. William Kinnebrook, eſquire, complains of Francis Ranger, being, &c. in a plea that he render to him the ſaid William three thouſand pounds of lawful, &c. which he owes to and unjuſtly detains from him, &c.; for that whereas the borough of Hindon in the ſaid county of W. is an ancient borough, and for a long ſpace of time two burgeſſes of the ſame borough have been elected and ſent, and have uſed and accuſtomed to be elected and ſent, and ſtill of right ought to be elected and ſent to ſerve as burgeſſes for the ſame borough in the parliament of this kingdom: And whereas on the ſecond day of September, in the twentieth year of the reign of our ſovereign lord the now king, a certain writ of our ſaid lord the king under the great ſeal of Great Britain, iſſued out of his ſaid majeſty's court of Chancery, the ſaid court then and ſtill being at Weſtminſter, in the county of Middleſex, directed to the ſheriff of the ſaid county of W. by which ſaid writ our ſaid lord the king reciting, that by the advice and aſſent of his ſaid majeſty's council, for certain arduous and urgent affairs concerning his ſaid majeſty, the ſtate and defence of his kingdom of Great Britain, and the church, our ſaid lord the king had ordered a certain parliament to be holden at his ſaid majeſty's city of Weſtminſter, on the thirtieth day of, &c. then next enſuing; and there to treat and have conference with the prelates, great men, and peers of his ſaid majeſty's realm, the ſaid lord the king commanded and ſtrictly enjoined the ſaid ſheriff that proclamation being made of the day and place aforeſaid, in the ſheriff's next county court to be holden after the receipt of that his majeſty's ſaid writ, two knights of the moſt fit and diſcreet of the ſaid county of W. girt with ſwords, and of every city of the ſaid ſheriff's county, two citizens, and of every borough in the ſaid county, two burgeſſes of the moſt ſufficient and diſcreet, freely and indifferently by thoſe who at ſuch proclamation ſhould be preſent, according to the form of the ſtatute in ſuch caſe made and provided, the ſaid ſheriff ſhould cauſe to be elected whether they were preſent or abſent; the ſaid ſheriff ſhould cauſe to be inſerted in certain indentures to be thereupon made between the ſaid ſheriff and thoſe who ſhould be preſent at ſuch election and them at the day and place aforeſaid, the ſaid ſheriff ſhould cauſe to come in ſuch manner that the ſaid knights for themſelves, and the commonalty of the ſaid county, and the ſaid citizens and burgeſſes for themſelves, and the commonalty of the ſaid cities and burghs reſpectively might have from them full and ſufficient power to do and conſent to thoſe things which then and there by the common council of his majeſty's kingdom (by the bleſſing of God) ſhould happen to be ordained upon the aforeſaid affairs, ſo that for want of ſuch power, or through an improvident election of the ſaid knights, citizens, or burgeſſes, the aforeſaid affairs might in nowiſe remain unfiniſhed; willing nevertheleſs, that neither the ſaid ſheriff, nor any other ſheriff of his ſaid majeſty's kingdom ſhould be in anywiſe elected: And the election in the

the ſaid ſheriff's full court ſo made diſtinctly and openly under the ſaid ſheriff's ſeal, and the ſeals of thoſe who ſhould be preſent at ſuch election, the ſaid ſheriff ſhould certify to our ſaid lord the king, in his majeſty's chancery, at the day and place aforeſaid without delay, remitting to his majeſty one part of the aforeſaid indenture annexed to the ſaid writ, together with that writ, which ſaid writ afterwards and before the return thereof, to wit, on, &c. in the ſaid twentieth, &c. at the borough aforeſaid, in, &c. was delivered to P. C. M. eſquire, who then and there, and from that time until and after the return of the ſaid writ was ſheriff of the ſaid county of W. to be executed in due form of law, to wit, at the borough of H. aforeſaid, by virtue of which ſaid writ the ſaid ſheriff afterwards and before the return thereof, to wit, on, &c. in the ſaid twentieth, &c. at the borough of H. aforeſaid, made his precept in writing, ſealed with the ſeal of his office of ſheriff, directed to the bailiff of the ſaid borough, of and for the election within the ſaid borough of two burgeſſes of the ſaid borough, according to the form and effect of the ſaid writ; by virtue of which ſaid precept afterwards and before the return of the ſaid writ, to wit, on, &c. in the ſaid twentieth year, &c. at H. aforeſaid, in, &c. the election of two burgeſſes of the ſaid borough to ſerve as burgeſſes for the ſaid borough at the then next parliament to be holden as aforeſaid, was had and made: And the ſaid W. in fact further ſaith, that before the election was had and made, and at the time of the committing of the ſeveral offences hereafter mentioned reſpectively, Lloyd Kenyon, eſquire, Nathaniel Wraxall, eſquire, Samuel Peach, eſquire, John Coghlan, eſquire, and John Widmore, eſquire, had declared themſelves and were candidates, that of them two of them might be elected to ſerve as burgeſſes for the ſaid borough at the aforeſaid then next parliament: Yet the ſaid W. in fact ſaith, that the ſaid Francis *having a right to vote at the ſaid election* of burgeſſes, to ſerve as burgeſſes for the aforeſaid borough of H. in the ſaid then next parliament of this kingdom, to be holden as aforeſaid, did after the twenty-fourth day of June, which was A. D. 1729, and before the aforeſaid election was had and made, and whilſt the ſaid L. K. &c. &c. were ſuch candidates to be elected to ſerve as burgeſſes for the ſaid borough of H. as aforeſaid, to wit, on, &c. at, &c. in the borough of H. aforeſaid, in, &c. aſk of and from one E. W. a large ſum of money, to wit, the ſum of forty guineas, by way of a gift to him the ſaid Francis, to give his aforeſaid vote in the aforeſaid election of burgeſſes to ſerve in parliament for the aforeſaid borough of H. that is to ſay, to give his vote for the aforeſaid J. Coghlan and John Widmore, that they the ſaid J. C. and J. W. might be elected to ſerve as burgeſſes for the ſaid borough of H. in the ſaid then next parliament of this kingdom, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſtatute in ſuch caſe made and provided, the ſaid Francis forfeited for his ſaid offence the ſum of five hundred pounds of lawful, &c. and by reaſon thereof, and by force of the

ſtatute

ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid William to demand and have of and from the ſaid William the ſaid ſum of five hundred pounds ſo by him forfeited as aforeſaid, parcel of the ſaid three thouſand pounds above demanded: And the ſaid plaintiff in fact further ſaith, that the ſaid Francis *claiming to have a right to vote* in the ſaid election of, &c. [as in firſt Count to the end]: Then add two more Counts like the firſt and ſecond Counts, confining the bribe to twenty guineas to vote for Coghlan: Two more Counts like the third and fourth Counts to vote for Widmore: Common concluſion to the whole. V. LAWES.

2d Count.

3d and Counts.

5th and Counts.

Wiltſhire, to wit. William Kennebrook, eſquire, puts in his place W. B. his attorney, againſt F. Ranger in a plea of debt: Wiltſhire, to wit. The ſaid F. R. puts in his place W. A. his attorney, at the ſuit of the ſaid W. K. in the plea aforeſaid: Wiltſhire, to wit. Be it remembered that on Friday next after the morrow of the Holy Trinity in this ſame term, before our lord the king at Weſtminſter, comes W. K. eſquire, by W. B. his attorney, and brings into the court of our lord the king, before the king himſelf now here, his bill againſt F. R. being in the cuſtody of the marſhal of, &c. in a plea of debt, and there are pledges for the proſecution thereof, to wit, J. D. and R. R. and the ſaid bill follows in theſe words, to wit: Wiltſhire, to wit. W. K. eſquire, complains of F. R. being, &c. &c. [here ſet forth the declaration to the end, omitting the pledges]; and the ſaid F. R. by W. A. his attorney, comes and defends the wrong and injury, when, &c. but ſays nothing in bar or preclu-ſion of the ſaid action of the ſaid William, whereby he remains therein wholly undefended; therefore it is conſidered that the ſaid William do recover againſt the ſaid F. R. his ſaid debt above demanded, and alſo ten pounds for his damages which he hath ſuſtained, as well on occaſion of the detaining of the ſaid debt, as for his coſts and charges by him about his ſuit in that behalf expended, adjudged to the ſaid William by the court of our ſaid lord the king now here, with his aſſent, and the ſaid F. is in mercy, &c. V. LAWES.

Final judgment in this action for want of a plea, &c. &c.

BERKSHIRE, to wit. Jacob Pleydell Bouverie, commonly called lord viſcount Folkſtone, complains againſt Richard Belcher, &c. of a plea that he render to him twenty pounds of, &c. which he owes to and unjuſtly detains from him, &c. for that the ſaid Richard after the laſt day of Michaelmas term now laſt paſt, and within ſix months next before the exhibiting of this bill, to wit, on, &c. at, &c. *did uſe a certain inſtrument called a gun for the deſtruction of the game of this kingdom, the ſame then* and there being an engine uſed for the deſtruction of the game of this kingdom, and he the ſaid Richard then and there being a perſon not qualified by the laws of this realm ſo to do, contrary to the form of the ſtatute in that caſe made and provided; whereby and by force

Againſt an unqualified perſon for carrying a gun, killing a hare, &c. 5 Ann. Vide 26. Geo.

of the ſtatutes in ſuch caſes made and provided, and action hath accrued to the ſaid Jacob Pleydell Bouverie, commonly called lord viſcount Folkſtone, being the perſon who firſt proſecuted for the ſaid offence, to demand and have of and from the ſaid Richard the ſum of five pounds, parcel of the ſaid ſum of twenty pounds above demanded: And alſo for that the ſaid Richard after the ſaid laſt day of Michaelmas term, and within ſix months next before the exhibiting of the bill of the ſaid Jacob Pleydell Bouverie, commonly called, &c. to wit, on, &c. at, &c. *did keep a certain lurcher for the deſtruction of the game of this kingdom*, he the ſaid Richard being then and there a perſon not qualified by the laws of this realm ſo to do, contrary to the form of the ſtatute in ſuch caſe lately made and provided, whereby and by force of the ſtatutes in ſuch caſe made and provided an action hath accrued to the ſaid Jacob Pleydell Bouverie, commonly called, &c. being the perſon who firſt proſecuted, &c. from the ſaid Richard the ſum of five pounds, other and parcel of the ſaid twenty pounds above demanded: And alſo for that the ſaid Richard after the ſaid laſt day of Michaelmas term now laſt paſt, and within ſix months next before the exhibiting the bill of the ſaid J. P. B. commonly, &c. afterwards, to wit, on, &c. *did expoſe to ſale a certain hare*, he the ſaid Richard then and there being a perſon not qualified by the laws of this realm to kill game, &c. &c. to demand and have of and from the ſaid Richard for his ſaid laſt-mentioned offence other five pounds, other parcel of the ſaid twenty pounds above demanded: And alſo for that, &c. &c. [ſame as laſt, only PARTRIDGE]; yet the ſaid Richard, although often requeſted, hath not rendered to the ſaid Jacob, &c. the ſaid ſum of twenty pounds or any part thereof; but to render the ſame to him he the ſaid Richard hath hitherto wholly refuſed, and ſtill doth refuſe, to the damage of the ſaid J. &c. of twenty pounds; and therefore he brings ſuit, &c.

Count.

Count.

Count.

MIDDLESEX, to wit. A. complains of B. &c. of a plea that he render to him ten pounds of lawful, &c. which he owes to and unjuſtly detains from him; for that whereas the ſaid B. after the firſt of June 1765, and within ſix months next before the exhibiting this bill, to wit, on, &c. at, &c. in, &c. *did take, kill, and deſtroy a certain fiſh*, to wit, one pike, in and from a certain pond thereof of him the ſaid A. (the ſame not then and there being in any park or paddock, or in any garden, orchard, or yard adjoining, or belonging to any dwelling-houſe, but then and there being in other encloſed ground, to wit, in a certain cloſe there called Blace Acre, then being private property) he the ſaid B. at the time he ſo took, killed, and deſtroyed the ſaid fiſh, not having any juſt right or claim to take, kill, or carry away ſuch fiſh in or from the ſaid pond, contrary to the form of the ſtatute in ſuch caſe made and provided, by reaſon whereof, and by force, &c. an action hath accrued to demand and have of and from the

inſt defend- for catching 5. Geo. 3.

ſaid B. for the ſaid offence five pounds, parcel of the ſaid ſum of ten pounds above demanded: And the ſaid A. further ſays, that the ſaid B. afterwards and after the ſaid firſt day of June 1765, and within ſix months next before the exhibiting this bill, to wit, on, &c. *did attempt to kill and deſtroy fiſh in* a certain other pond thereof of him the ſaid A. being then and there ſtocked and ſtored with fiſh, to wit, pike, perch, roach, &c. (the ſame pond not then and then being, &c.) he the ſaid B. at the time he ſo attempted to take, kill, and deſtroy the ſaid fiſh as laſt aforeſaid, not having any juſt right or claim to take, &c. by reaſon whereof, &c. yet, &c. 2d Count.

MIDDLESEX, to wit. A. complains of B. being, &c. of a plea that he render to him fifteen pounds of, &c. which he owes to him and unjuſtly detains, &c; for that the ſaid B. after the laſt day of Eaſter term now laſt paſt, and within ſix months next before the commencement of this ſuit, to wit, on, &c. at, &c. did keep a certain greyhound dog for the deſtruction of the game of this kingdom, he the ſaid B. being a perſon not qualified by the laws of this realm ſo to do, contrary to the form of the ſtatutes in ſuch caſe made and provided, whereby an action hath accrued to the ſaid A. being the perſon who firſt proſecuted for the ſame offence, to demand and have of the ſaid B. for his ſaid offence five pounds, parcel, &c.: (2d Count, for uſing a greyhound, not within ſtatute: 3d Count, for expoſing to ſale a hare, &c. &c.) Declaration keeping a greyhound, not qualified.

MIDDLESEX, to wit. B. late of, &c. was ſummoned to anſwer A. who proſecuteth as well for himſelf in this behalf, as for the poor of the pariſh of W. of a plea that he render the ſaid poor of the ſaid pariſh, and the ſaid C. who ſues as aforeſaid, ten pounds of, &c. which he owes to them and unjuſtly detains, &c.; and whereupon the ſaid A. who as well, &c. by his attorney, complains, that the ſaid B. after the laſt day of Michaelmas term now laſt paſt, and before the ſuing out of the original writ of the ſaid A. who as well, &c. to wit, on, &c. at, &c. did keep certain engines called wire ſnares, to wit, eight wire ſnares for the deſtroying the game of this kingdom, he the ſaid B. being a perſon not qualified by the laws of this realm ſo to do, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby an action hath accrued to the ſaid A. who ſues in this behalf as well for himſelf as for the poor of the ſaid pariſh (in which ſaid pariſh the ſaid offence was committed), to demand and have of and from the ſaid B. for his ſaid offence five pounds, parcel of the ſaid ten pounds: And alſo that the ſaid B. after the ſaid laſt day of Michaelmas term now laſt paſt, and before the ſuing out of the original writ of the ſaid A. who as well, &c. that is to ſay, on, &c. at, &c. did uſe certain other engines called wire ſnares, to wit, eight wire ſnares for the deſtruction of the game of this kingdom, 2d Count. On 5. Ann. c. 14. ſ. 4. keeping wire ſnares to deſtroy game. Vide 2. Geo. c. 19 by which penalty is given to informer, action to be brought within ſix months.

he the ſaid B. then being a perſon not qualified by the laws of this realm ſo to do, contrary to the form, &c. whereby and by force, &c. an action hath accrued to the ſaid A. who ſues in this behalf as well for himſelf as for the ſaid poor of the ſaid pariſh, in which ſaid pariſh the ſaid laſt-mentioned offence was committed, to demand and have of the ſaid B. for his laſt-mentioned offence the ſaid ſum of five pounds, reſidue of the ſaid ten pounds; nevertheleſs the ſaid B. although often requeſted, &c. &c. &c.

4. Geo. 2. c. 28. for doubling the value of rent held after quitting upon notice from landlord.

MIDDLESEX, to wit. A. B. debtor of our lord the preſent king comes before the barons of this exchequer on, &c. in this term, by C. D. her attorney, and complains by bill againſt B. E. preſent here in court the ſame day of a plea that he render to her thirty pounds of lawful, &c. which he owes to and unjuſtly detains from her; for that whereas the ſaid A. on, &c. demiſed to the ſaid B. the ſaid ſeveral pieces of land following, to wit, &c. &c. in the county of, &c. to have and to hold the ſaid ſeveral pieces of land, with the appurtenances, to the ſaid B. from the twenty-fifth day, &c. in the year aforeſaid, for and during the term of one whole year from thence next enſuing, and fully to be complete and ended, at and under the yearly rent of thirty pounds of lawful, &c. to be paid to the ſaid A. at the feaſts of St. Michael the Archangel, and the Annunciation, &c. then next following, by even and equal portions, the firſt payment thereof to begin and be made on the feaſt day of, &c. then next following; by virtue of which ſaid demiſe the ſaid B. entered into the ſaid demiſed premiſes, with the appurtenances, and held and enjoyed the ſame by virtue of the ſaid demiſe during the ſaid term, and the ſaid B. being ſo poſſeſſed thereof, the reverſion thereof belonging to the ſaid A. ſhe the ſaid A. afterwards and before the determination of ſaid term, that is to ſay, on, &c. at, &c. demanded and gave notice in writing to the ſaid B. for the delivering up of the poſſeſſion of the ſaid demiſed premiſes to her the ſaid A. at the end and determination of that term; nevertheleſs the ſaid B. not regarding the ſtatute in ſuch caſe lately made and provided, nor the penalty therein contained, after demand and notice given in writing as aforeſaid, for the delivering poſſeſſion thereof as aforeſaid, to the ſaid A. did not deliver the poſſeſſion of the aforeſaid premiſes to the ſaid A. but wilfully held over the ſame, and continued in poſſeſſion thereof, and kept the ſaid A. from her poſſeſſion of the ſaid demiſed premiſes from the expiration of the ſaid term until and upon the feaſt of, &c. contrary to the form of the ſtatute in ſuch caſe lately made and provided: And the ſaid A. further ſays, that the ſaid lands ſo detained as aforeſaid by the ſaid B. after the end of the ſaid term as aforeſaid, were during the time of the detaining thereof as aforeſaid, of the yearly value of thirty pounds, that is to ſay, at, &c.; and by reaſon of the ſaid premiſes, and according to the form of the ſaid ſtatute an action hath accrued to the ſaid A. to demand and have of the ſaid B. the ſaid thirty pounds, being double

Like a Count on the ſtatute, 4. Geo. 2. c. 28. for holding after notice in writing given by the landlord. 4. Burr. Sup. p. 2694.

double the value of the ſaid lands ſo wilfully held over and detained as aforeſaid, after the end of the ſaid term by the ſaid B. for the ſpace of time before mentioned, during which the ſaid lands were ſo wilfully held over and detained after the determination of the ſaid term for which they were ſo demiſed as aforeſaid; nevertheleſs, &c.

On 11. Geo. 2. *for holding after notice to quit premiſes.* 4. Geo. 2. *double rent when tenants hold over after notice from the landlord.*

MIDDLESEX, to wit. A debtor of our lord the preſent king comes before the barons of this exchequer on the twelfth day of February in this ſame term, by B. D. his attorney, and complains by bill againſt B. preſent here in court the ſame day of a plea that he render to the ſaid A. one hundred and twelve pounds of lawful money of Great Britain, which he owes to him and unjuſtly detains for this; that whereas the ſaid B. on, &c. held and enjoyed that part of a tenement called by the name of, &c. ſituate and being in the ſaid pariſh of, &c. together with all houſes, outhouſes, &c. together with privilege of burning lime of the ſaid A. as tenant thereof, under a demiſe thereof to him made at the yearly rent of fifty-ſix pounds, payable by two even and equal portions, to wit, twenty-eight pounds parcel thereof, at or upon the firſt day of, &c. and the other twenty-eight pounds, reſidue thereof, at or upon the twenty-ninth day of, &c. yearly, during the ſaid demiſe: And the ſaid A. further ſays, that the ſaid B. ſo holding and enjoying the ſaid demiſed premiſes, with the appurtenances, and the liberty and privilege aforeſaid of the ſaid A. as his tenant thereof as aforeſaid, by virtue of the ſaid demiſe, he the ſaid B. afterwards and during the continuance of the ſaid demiſe, that is to ſay, on, &c. at, &c. gave notice in writing to the ſaid A. of his the ſaid B's intention of quitting his poſſeſſion of the ſaid demiſed premiſes at the feaſt of St. Michael then next; nevertheleſs the ſaid B. not regarding the ſtatutes in ſuch caſe lately made and provided, nor fearing the penalty therein contained, he the ſaid B. at the feaſt of St. Michael next after ſuch notice in writing was given by the ſaid B. to the ſaid A. as aforeſaid, did not quit, but held over and detained the ſame from the ſaid A. and continued and after the ſaid feaſt day of Michael, that is to ſay, for the ſpace of twelve months then next following, contrary to the form of the ſtatute, &c.: And the ſaid A. in fact ſays, that the ſaid meſſuage, lands, tenements, and premiſes, with the appurtenances, wilfully held over and detained by the ſaid B. from the ſaid A. during all the time that the ſaid B. ſo held over and detained the ſame as aforeſaid from the ſaid A. were of the yearly value of fifty-ſix pounds, that is to ſay, at, &c. by reaſon whereof, and alſo by force of the ſtatute, &c. an action hath accrued to the ſaid A. to demand and have of the ſaid B. one hundred and twelve pounds, being double the value of the meſſuage, lands, tenements, and premiſes ſo wilfully held over and detained by the ſaid B. from the ſaid A. for the ſpace of time before mentioned during which the ſaid B. ſo held over and detained the ſame, &c.; nevertheleſs, &c.

laſt-mentioned right of the ſaid J. H. to be ſuch pretended right as laſt aforeſaid, but not regarding, &c. nor fearing, &c. did then and there, that is to ſay, on, &c. and contrary to the aforeſaid ſtatute, buy and take of the ſaid J. H. the ſaid pretended right of him the ſaid J. H. in and to the ſaid laſt-mentioned meſſuages, &c. with the appurtenances, ſo bargained and ſold to him the ſaid Michael as aforeſaid the ſaid laſt-mentioned meſſuages, &c. then and there at the ſaid time of ſo buying and taking of ſuch pretended right thereto as aforeſaid, being of a large value, to wit, of the value of five hundred pounds of lawful, &c. to wit, at, &c. by reaſon whereof, and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued, &c. &c.: And the ſaid James, who ſues as aforeſaid, in fact further ſaith, that the ſaid Michael not regarding, &c. nor fearing, &c. on, &c. at, &c. unlawfully and contrary to the ſaid ſtatute, by means of a certain other indenture of aſſignment then and there made and executed by the ſaid J. H. to the ſaid Michael, did obtain and get the right of the ſaid J. H. to certain other meſſuages, &c. ſituate, &c. the ſaid right of the ſaid J. H. to the ſaid laſt-mentioned meſſuages, &c. with the appurtenances, then and there at the ſaid time of ſo obtaining and getting the ſame as aforeſaid, being a pretended right, and the ſaid J. H. or any of his anceſtors, nor any other perſon, &c. &c. by the ſpace of one whole year next before the ſaid pretended right thereto was ſo obtained and got as aforeſaid by the ſaid Michael, and the ſaid Michael then and there, at the ſaid time of his ſo getting and obtaining ſuch pretended right as laſt aforeſaid, well knowing that the ſaid right of the ſaid J. H to the ſaid laſt-mentioned premiſes, with the appurtenances, at the time of his ſo obtaining and getting the ſame as aforeſaid, was a pretended right, whereby and by force of the ſaid ſtatute an action hath, &c. &c.: And the ſaid James, who ſues as aforeſaid, in fact further ſaith, that the ſaid Michael not regarding, &c. nor fearing, &c. after the making thereof, to wit, on, &c. bought of the ſaid John a certain pretended right and title which the ſaid J. H. then and there claimed to have in and to certain other meſſuages, &c ſituate, &c. being then and there of great value, that is to ſay, of the value of five hundred pounds, of which ſaid laſt-mentioned premiſes or any part thereof the ſaid J. H. nor his anceſtors, nor any other perſon, &c. by the ſpace of one whole year next before the ſaid buying of the ſaid pretended right and title in and to the ſame as aforeſaid, he the ſaid Michael then and there at the time of his ſo buying ſuch pretended right and title as laſt aforeſaid, knowing the ſame, and all other the facts and premiſes laſt aforeſaid, contrary to the form and effect of the ſtatute aforeſaid, whereby and by force of the ſaid ſtatute an action hath accrued, &c. &c.: And whereas the ſaid J H. pretending right to a certain other cloſe, piece, or parcel of land, with the appurtenances, ſituate, &c. and not regarding, &c. nor fearing, &c. after the making of the ſaid ſtatute, to wit, on, &c. did unlawfully and contrary to the ſaid ſtatute bargain and ſell to the ſaid Michael his the ſaid J. H.'s ſaid pretended

Count.

Count.

Count.

tended right to the ſaid laſt-mentioned cloſe or piece or parcel of land, with the appurtenances, whereas in truth and in fact neither the ſaid J. H. nor any of his anceſtors, &c. &c. by the ſpace of one whole year next before the ſaid laſt-mentioned bargain made, and whereas in truth and in fact the right of the ſaid J. H. to the ſaid laſt-mentioned cloſe or piece or parcel of land, with the appurtenances, at the time of the ſaid laſt-mentioned bargain made, was a pretended right againſt the aforeſaid ſtatute; and the ſaid Michael then and there well knew the ſame, yet the ſaid Michael ſo then and there knowing the ſaid right, &c. &c. (as in firſt Count): And the ſaid James, who ſues as aforeſaid, in fact further ſaith, that the ſaid Michael not regarding, &c. nor fearing, &c. on, &c. at, &c. by means of a certain other indenture of aſſignment, &c. &c. (as the ſecond Count exactly, only omitting the meſſuages, &c. and making this Count for the cloſe or piece or parcel of land): And the ſaid James, who ſues as aforeſaid, in fact further ſaith, that the ſaid Michael not regarding, &c. nor fearing, &c. after the making thereof, to wit, on, &c. bought of the ſaid J. H. &c. &c. (exactly the ſame as the third Count, only for the cloſe inſtead of meſſuages, &c.): And whereas the ſaid J. H. pretending right to one moiety or half part of and in a certain other cloſe or piece or parcel of land, with the appurtenances, ſituate, &c. and not regarding, &c. nor fearing, &c. to wit, on, &c. did unlawfully and contrary to the ſaid ſtatute bargain and ſell to the ſaid M. his the ſaid J. H.'s ſaid pretended right to the ſaid moiety or half part of and in the ſaid laſt mentioned cloſe or piece or parcel of land, with the appurtenances, whereas in truth and in fact neither the ſaid J. H. nor any of his anceſtors, &c. &c. by the ſpace of one whole year next before the laſt-mentioned bargain made, and the right of the ſaid J. H. thereto at the time of the laſt-mentioned bargain made, was a pretended right againſt the aforeſaid ſtatute, and the ſaid Michael then and there well knew the ſame, to wit, at, &c.; yet the ſaid Michael, &c. (as before, only making it for a moiety): And the ſaid James, who ſues as aforeſaid, in fact further ſaith, that the ſaid Michael not regarding, &c. nor fearing, &c. on, &c. unlawfully and contrary, &c. &c. (exactly the ſame as the fifth Count, only inſtead of ſaying the meſſuages, &c. &c. ſay the moiety, &c. as in the tenth Count.): And the ſaid James, who ſues as aforeſaid, in fact further ſaith, &c. &c. (the ſame as the ſixth Count, with the ſame alterations as between the fifth and tenth Counts. Common concluſion, *qui tam.* Damage twenty pounds.

8th Count.

9th Count.

10th Count.

11th Count.

12th Count.

V. LAWES.

SURRY, to wit. J. S. who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of J. M. being in the cuſtody of, &c. of a plea that he render to our ſaid lord

Declaration againſt the defendant for exerciſing the trade of a butcher, not having ſerved his *apprenticeſhip* to the ſame.

the

the king and the ſaid J. S. who ſues as aforeſaid, ten pounds of lawful money of Great Britain, which he owes to our ſaid lord the king and the ſaid J. S. who ſues as aforeſaid, and unjuſtly detains; for that whereas the ſaid J. M. not regarding the ſtatutes in ſuch caſe made and provided, nor fearing the penalty therein contained, after the firſt day of May, in the fifth year of the reign of our ſovereign lady Elizabeth, late queen of England, &c. to wit, on, &c. at, &c. for the ſpace of five months then next following, did ſet up, occupy, uſe, and exerciſe the art, trade, myſtery, or manual occupation of a butcher (the ſame being an art, trade, myſtery, or manual occupation uſed and exerciſed within the kingdom of England, upon the ſaid firſt day of May, in the ſaid fifth year of the reign of her ſaid late majeſty), when in fact he the ſaid J. M. was never educated in the art, trade, myſtery, or manual occupation aforeſaid, nor ſerved as an apprentice in the ſame for the ſpace of ſeven years, againſt the form of the ſaid ſtatute, whereby and by force of the ſtatute in ſuch caſe made and provided, the ſaid J. M. hath forfeited to our ſaid lord the king and to the ſaid J. S. who ſues as aforeſaid, ten pounds, one moiety thereof to our ſaid lord the king, and the other moiety thereof to the ſaid Joſeph the informer, whereby an action hath accrued to our ſaid lord the king and the ſaid J. S. who ſues as aforeſaid, to demand and have of the ſaid J. M. the ſaid ten pounds, that is to ſay, forty ſhillings for every month of the ſaid five months in which the ſaid J. M. did ſet up, uſe, and exerciſe the art, trade, myſtery, and manual occupation of a butcher as aforeſaid, againſt the form of the ſtatute, amounting in the whole to the ſaid ten pounds; yet the ſaid J. M. although often requeſted, hath not yet paid unto our ſaid lord the king and the ſaid J. S. who ſues as aforeſaid, the ſaid ten pounds, but hath wholly refuſed and ſtill doth refuſe to pay the ſame, whereby he the ſaid J. S. ſays that he is injured, and hath ſuſtained damage to the value of twenty pounds; and therefore the ſaid Joſeph, as well for our lord the king as for himſelf, brings his ſuit.

Declaration upon the ſtatute of 5 Eliz. of Queen Elizabeth againſt a man for exerciſing a trade, having ſerved as an apprentice therein for the ſpace of ſeven years.

SURRY, to wit. S. M. who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of J. M. being in the cuſtody of, &c. of a plea that he render to the ſaid lord the king and the ſaid S. M. who ſues as aforeſaid, forty-four pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from them; for that whereas by a certain act made in the parliament of our ſovereign lady Elizabeth, late queen of England, held at Weſtminſter in the county of Middleſex, on, &c. in the fifth year of the reign of the ſaid late queen, amongſt other things, it was enacted by the authority of the ſaid parliament, that after the firſt day of May then next coming after the making of the ſaid act, it ſhould not be lawful to any perſon or perſons other than ſuch who at the time of the making of that act did lawfully uſe and exerciſe any art, myſtery, or manual occupation,

tion, to ſet up, occupy, uſe, or exerciſe any craft, myſtery, or occupation at the time of the making the ſame act, uſed or occupied within the realm of England or Wales, except he ſhould have been brought up therein ſeven years at the leaſt as an apprentice, in manner and form as in the ſaid act is mentioned, upon pain that every perſon wilfully offending or doing the contrary of that act ſhould forfeit and loſe for every default forty ſhillings for every month, one moiety of which ſaid forfeiture ſhould be to the ſaid late queen, her heirs, and ſucceſſors, and the other moiety thereof to him or them that ſhould ſue for the ſame in any of her majeſty's courts of record by action of debt, information, bill of complaint, or otherwiſe, in which actions or ſuits no protection, wager of law, or eſſoin ſhould be allowed, as by the ſaid act of parliament amongſt other things more fully appears: × And the ſaid S. M. who ſues as aforeſaid, further ſays, that the art and myſtery of a weaver, at the time of the making of the ſaid act of parliament, was an art and myſtery uſed and occupied within this kingdom of England, to wit, at, &c. in, &c. and that the ſaid S. M. at the time of the making of the ſaid act, did not uſe any art, myſtery, or manual occupation uſed within this kingdom, to wit, at, &c. and that the ſaid J. M. not regarding the ſaid ſtatute, nor fearing the penalty therein contained, after the firſt day of May in the ſaid fifth year of the reign of our ſaid ſovereign lady Elizabeth, late queen of England, &c. to wit, on, &c. at, &c. did ſet up, occupy, uſe, and exerciſe the ſaid art, trade, myſtery, or manual occupation of a weaver, and did occupy, uſe, exerciſe, and continue the ſaid art, myſtery, or manual occupation by him ſet up as aforeſaid from the twenty-ſixth day of, &c. A. D. 1739, at, &c. in, &c. for the ſpace of eleven months then next following, when in fact he the ſaid J. M. was never educated or brought up in the ſaid art, myſtery, or manual occupation as aforeſaid, nor ſerved as an apprentice in the ſame for the ſpace of ſeven years, according to the form of the ſtatute aforeſaid, whereby and by force of the ſaid ſtatute the ſaid John forfeited to our ſaid lord the king and the ſaid J. M. who ſues as aforeſaid, twenty-two pounds, that is to ſay, forty ſhillings for every month of the ſaid eleven months in which the ſaid J. M. did ſet up, occupy, uſe, exerciſe, and continue the ſaid art, trade, myſtery, or manual occupation of a weaver in form aforeſaid, whereby an action hath accrued to the ſaid M. who ſues as aforeſaid, to demand and have for the ſaid lord the king the ſaid twenty-two pounds, parcel of the ſaid forty-four pounds above demanded: And the ſaid S. M. who ſues as aforeſaid, further ſays, that the art and myſtery of a rug-maker, &c. &c. (finiſh this Count ſame as the firſt from this mark ×, only inſtead of the word weaver, ſay rug maker.)

SURRY,

laration a- ft defendant r ſelling to one E. a quantity coals which re deficient in meaſure.

SURRY, to wit. David Edwards, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of Thomas Cooper being, &c. in a plea that he render unto our ſaid lord the king, and to him the ſaid David, who ſues as aforeſaid, three hundred pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from them, &c.; for that the ſaid Thomas, after the twenty-fourth day of June, which was in the year of Our Lord 1730, and within the ſpace of ſix calendar months next before the exhibiting of the bill of the ſaid David, who ſues as aforeſaid, that is to ſay, on, &c. to wit, at, &c. in, &c. he the ſaid Thomas then and there being a perſon dealing in coals, did ſell to (1) *one* Bernard Ellis a certain parcel or quantity of coals, *to wit*, *ten chaldrons of coals* as and for pool meaſure, that is to ſay, ſuch meaſure as then was and ſtill is uſually given and allowed in the pool or river Thames, including the ingrain thereof after the rate of one chaldron in every ſcore, and ſo in proportion for a greater or leſſer quantity bought on board ſhip, according to ancient cuſtom in the port of London, as mentioned and deſcribed in and by the ſtatute in that caſe made and provided; and the ſaid Thomas afterwards, to wit, on, &c. at, &c. in, &c. did deliver unto the ſaid Bernard Ellis, being the buyer thereof, a parcel of coals as and for (2) *ten chaldrons* of coals pool meaſure, including the ingrain thereof as aforeſaid, and as and for the ſaid coals ſo ſold to him by the ſaid Thomas as aforeſaid; nevertheleſs the ſaid Thomas did not juſtly and without fraud deliver to the ſaid Bernard Ellis, the buyer thereof, the full quantity of *ten chaldrons of* coals ſo ſold by the ſaid Thomas to the ſaid Bernard Ellis as aforeſaid, and accordingly meaſured from on board ſhip to the ſaid Thomas as ſuch dealer in coals as aforeſaid by the meter, together with the ingrain thereof, according to the form of the ſtatute in ſuch caſe made and provided, but the ſaid parcel of coals ſo ſold by the ſaid Thomas to the ſaid B. E. as aforeſaid, and ſo delivered to the ſaid B. E. as aforeſaid, were at the time of the ſaid delivery thereof to the ſaid B. E. deficient of the ſaid full quantity and meaſure which they ſo ought to have contained as aforeſaid, and wanted in ſuch meaſure and quantity divers, to wit, twenty buſhels of coals, to wit, at, &c. in, &c. againſt the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſaid ſtatute the ſaid Thomas forfeited for his ſaid offence the ſum of one hundred pounds, whereby and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued unto our ſaid lord the now king, and to the ſaid David, who ſues as aforeſaid, to demand and have of and from the ſaid Thomas the ſaid ſum of one hundred pounds ſo by him forfeited as aforeſaid, parcel of the ſaid three hundred pounds above demanded; and alſo for that the ſaid Thomas after, &c. &c. (2d Count ſame as firſt, omitting what is in Italic, and inſerting what is in the margin): And alſo for that the ſaid Thomas *after, &c. and within the ſpace of ſix calendar months next before the exhibiting the bill of the ſaid David who ſues as aforeſaid, to wit, on, &c. he the ſaid Thomas then* being (3) *a*

dealer

" the ſaid "

" a parcel "

ount.

" ſuch "

dealer in and ſeller of coals by the chaldron or leſſer quantity within ten miles round the cities of London and Weſtminſter, to wit, at, &c. (4) *in, &c. did there ſell and deliver to the ſaid B. E. by the chaldron a certain quantity* of coals as and for ten chaldrons of coals, and the ſaid laſt-mentioned coals did then and there (5) *deliver* as and for ten chaldron of coals, nevertheleſs the ſaid Thomas did not (6) *juſtly meaſure or cauſe the ſaid laſt-mentioned coals ſo ſold and delivered as aforeſaid to be* juſtly meaſured with a lawful buſhel, to wit with ſuch a buſhel as was and is deſcribed in and by an act of parliament made in the twelfth year of the reign of her late majeſty queen Ann, intitled, "An Act," &c. &c. according to the form of the ſtatute in ſuch caſe made and provided, but omitted and neglected ſo to do, and therein wholly failed and made default, contrary to the form of the ſtatute, &c. &c. whereby, &c. (as before, only fifty pounds): And alſo, &c. &c. (4th Count ſame as the third, omitting what is in Italic, and inſerting what is in the margin, and conclude as follows): Yet the ſaid Thomas, although often requeſted, hath not yet rendered the ſaid three hundred pounds above demanded or any part thereof to our ſaid lord the now king and the ſaid David who ſues as aforeſaid, or to either of them, but he to render the ſame hath hitherto wholly refuſed, and ſtill refuſes, to the damage of the ſaid David who ſues as aforeſaid of twenty pounds; and therefore, as well for our ſaid lord the king as for himſelf in this behalf, he brings his ſuit, &c.

(4) "and ſ… in ſix mo… months pre… fore the ex… ing the … the ſaid D… who ſues … aforeſaid, to … at, &c. in, … ſold to the … B. E. and … quantity …

(5) "carry … the ſaid … in certain … then and … made uſe of … the ſaid Tho… for that … poſe, and … there deliver… ſaid laſt-m… tioned coals" … 4th Count.

(6) "into … and every … theſe ſacks ſo … the ſaid Thom… uſed for … buſhels of coals …

purpoſe, put or cauſe to be put three

G. WOOD.

MIDDLESEX, to wit. G. M. complains of W. C. being, &c. in a plea that he render eighty pounds which, &c.; for that the ſaid William being a perſon reſident at B. in the pariſh of H. in the county of Middleſex, after the firſt of July 1785, mentioned in a certain act of parliament made and paſſed at Weſtminſter, in the twenty-fifth year of the reign of our lord the now king, intitled, "An Act for repealing an Act made in the twenty-fourth year of the reign of his preſent majeſty, entitled An Act for granting to his Majeſty certain Duties on Certificates iſſued with reſpect to the killing of Game, and for granting other Duties in lieu thereof;" to wit, on, &c. at, &c. not regarding the ſtatute in ſuch caſe made and provided, nor fearing the penalties therein contained, did uſe a certain greyhound for the taking of a hare, without having obtained a certificate from the clerk of the peace for the ſaid county of Middleſex, where the ſaid William reſided as aforeſaid, ſtamped, as by the ſaid firſt-mentioned act is directed in that behalf, of his having delivered in a paper or account in writing containing the name and place of abode of the ſaid William, to the ſaid clerk of the peace or his deputy, or into the office of the clerk of the peace or of the deputy clerk

Declaration … ſtatute … *keeping a … bound* for the … ing of hares wi… out taking … *certificate.* … 25. Geo. 3.

of

of the peace for the ſaid county, in ſuch manner as by the ſaid firſt-mentioned act is directed and appointed againſt the form of the ſtatute in ſuch caſe made and provided (and he the ſaid William not then and there being or acting as a game-keeper under or by virtue of any deputation or appointment duly regiſtered); by reaſon whereof, and by force of the ſtatute in ſuch caſe made and provided, the ſaid William hath forfeited for the ſaid offence the ſum of twenty pounds; whereby and by force of the ſtatute an action hath accrued to the ſaid George to demand and have of and from the ſaid William the ſaid ſum of twenty pounds ſo forfeited as aforeſaid, parcel of the ſaid ſum of eighty pounds above demanded: And the ſaid G. further ſays, that the ſaid W. being a perſon ſo reſident as aforeſaid, further diſregarding the ſtatute in ſuch caſe made and provided, nor fearing the penalties therein contained, after the firſt day of July 1785 mentioned in the ſaid act of parliament, and after the making and paſſing of the ſaid act of parliament, to wit, on, &c. did uſe a certain other dog for the diſturbance of game, without having obtained a certificate in ſuch manner as in and by the ſaid firſt-mentioned act directed and appointed, againſt the form of the ſtatute in ſuch caſe made and provided; by reaſon whereof, &c. &c. (as in firſt Count. 3d Count ſame as the ſecond, only uſing a greyhound for the taking of a hare; 4th Count, for uſing a dog for the deſtruction of game. Common concluſion in debt). Damages twenty pounds. Suit, &c.

V. LAWES.

Declaration on ſtatute 2. Geo. 3. c. 1. for *killing a pheaſant* before the time allowed by the act.

MIDDLESEX, to wit. John Johnſon complains of William Cheaſbey being, &c. in a plea that he render ten pounds, &c.; for that the ſaid William, after the firſt day of June 1762, and within ſix months next before the commencement of this ſuit, and after the firſt of February and before the firſt of October, and between the ſame, to wit, on the twenty-ſeventh of September, A. D. 1786, at, &c. killed and deſtroyed one pheaſant, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby an action hath accrued, &c. (2d Count, for having in his poſſeſſion one pheaſant, the ſaid laſt-mentioned pheaſant not having been taken in the ſeaſon allowed by the act in ſuch caſe made and provided, or kept in any mew or breeding-place), contrary to the form of, &c. whereby and by force of the ſtatute, &c. an action hath accrued, &c. (Common concluſion in debt.) Damages ten pounds. Suit, &c.

V. LAWES.

Declaration in debt on the ſtatute againſt an unqualified-houſe keeper, for having in his poſſeſſion a hare, *expoſing to ſale a hare, and uſing hounds* for the deſtruction of hares, *without* having obtained a *certificate*.

LANCASHIRE, to wit. T. W. eſquire, complains of J. S. being, &c. in a plea that he render to the ſaid plaintiff the ſum of thirty pounds, which he owes to and unjuſtly detains from him; for that

the

the ſaid defendant not regarding the ſtatute in ſuch caſe made and provided, nor fearing the penalties therein contained, within ſix months before the exhibiting the bill of the ſaid plaintiff, to wit, on, &c. at, &c. in, &c. had in his cuſtody and poſſeſſion one hare, the ſaid hare then and there being the game of this kingdom (and he the ſaid defendant then and there being an alehouſe keeper), contrary to the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſtatute in ſuch caſe made and provided, the ſaid defendant forfeited for his ſaid offence the ſum of five pounds, whereby and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid plaintiff to demand and have of and from the ſaid defendant the ſaid ſum of five pounds ſo forfeited as aforeſaid, parcel of the ſaid ſum of thirty pounds above demanded: And the ſaid Thomas further ſays, that the ſaid defendant not regarding, &c. nor fearing, &c. within ſix months, &c. to wit, on, &c. at, &c. did expoſe to ſale one hare, the ſaid hare then and there being the game of this kingdom, he the ſaid defendant not being qualified in his own right to kill game, nor being entitled to ſuch hare under any perſon ſo qualified, contrary to the form of, &c. whereby, &c. (to the end as before): And the ſaid plaintiff further ſays, that the defendant not regarding, &c. nor fearing, &c. within ſix months, &c. to wit, on, &c. at, &c. did uſe hounds for the taking or deſtroying of a hare, without having obtained ſuch certificate in ſuch manner as in the ſtatute in that caſe made and provided is directed, contrary to the form of, &c. whereby, &c. (as before, only inſtead of five pounds ſay twenty pounds); yet the ſaid defendant, although often requeſted, hath not paid the ſaid ſum of thirty pounds or any part thereof to the ſaid Thomas, but to pay the ſame to him hath hitherto wholly refuſed, and ſtill doth refuſe, to the damage of the ſaid plaintiff of thirty pounds; and therefore he brings his ſuit, &c.

T. BARROW.

I have conſidered this caſe, and have no doubt on the principle on which the courts have always gone in ſuffering money to be paid into court; but that the defendant will be permitted to pay one penalty in this caſe, in actions *qui tam* it is not permitted; but the ſtatutes, by giving the whole penalty in this caſe to the plaintiff, have put it on the ſame footing with all other actions of debt. It was done in a ſimilar action of *one* Count in the caſe of Webb againſt Punter, 2. Stra. 1217, and in another of two Counts defendant was allowed to pay one penalty into court. See 2. Blackſt. Rep. 1052.

Opinion as to paying money into court in action of debt for the game laws.

I would adviſe defendant to take out a ſummons before a judge for plaintiff to ſhew why, on payment of one penalty and coſt, the proceedings ſhould not be ſtayed, which he probably will conſent to do; if he does not, I have no doubt but the judge will make an order to pay it into court, upon which a rule may be had; I know of no other way of getting rid of the action. T. BARROW.

MIDDLESEX, to wit. David Whitaker, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of Thomas Wilſon, being, &c. in a plea that he render to

Declaration the ſtatute

1ſt Count, againſt defendant for not having the ſum of money paid to him as an *apprentice* ſee inſerted in the deature in words in full length.

our

our ſaid lord the king, and to ſaid plaintiff who ſues as aforeſaid, three hundred and thirty pounds of lawful, &c. which he owes to and unjuſtly detains from, &c.; for that whereas after the firſt day of May, which was A. D. 1715, and before the exhibiting the bill of ſaid plaintiff, who ſues as aforeſaid, to wit, on the ſeventh day of June, A. D. 1780, one Mary Ann Wells did by a certain indenture in writing, duly executed, and bearing date the day and year laſt aforeſaid, put herſelf apprentice to ſaid defendant, and he ſaid defendant did then and there by ſuch as aforeſaid, accept and take ſaid Mary Ann Wells as his apprentice, to learn his art, and with him, after the manner of an apprentice, to ſerve from the date of ſaid indenture unto the full end and term of ſeven years from then next following, to be fully complete and ended, in which ſaid indenture were contained the covenants, articles, contracts, and agreements relating to the ſervice of ſaid Mary Ann Wells as ſuch apprentice as aforeſaid, to wit, at the pariſh of St. Mary Matfelon, otherwiſe Whitechapel, in the county of Middleſex aforeſaid: + And ſaid plaintiff, who ſues as aforeſaid, in fact further ſaith, that before the exhibiting the ſaid bill of him ſaid plaintiff, to wit, on the day and year laſt aforeſaid, and at and in the pariſh aforeſaid, in the county aforeſaid, there was given and paid to, and he ſaid defendant did then and there receive with and in relation to ſaid Mary Ann Wells as ſuch apprentice to him ſaid defendant as aforeſaid, the ſum of thirty pounds of like lawful, &c. + which ſaid ſum of thirty pounds ſo given and paid with and in relation to ſaid Mary Ann Wells as ſuch apprentice as aforeſaid, ought to have been inſerted and written in words at length in the aforeſaid or ſome other indenture, containing the covenants, articles, contracts, and agreements relating to the ſervice of ſaid Mary Ann Wells as ſuch apprentice as aforeſaid, according to the form of the ſtatute in ſuch caſe made and provided; yet ſaid plaintiff who ſues as aforeſaid avers, that ſaid ſum of thirty pounds ſo given and paid with and in relation to ſaid Mary Ann Wells as ſuch apprentice as aforeſaid, was not at any time before or at or upon the execution of the aforeſaid indenture, or afterwards truly inſerted or written in words at length, or in any other manner in the aforeſaid indenture or in any other indenture containing the covenants, articles, contracts, and agreements relating to the ſervice of ſaid Mary Ann Wells as ſuch apprentice as aforeſaid; but that the ſaid defendant ſo being ſuch maſter as aforeſaid, to inſert and ſpecify the ſame in manner aforeſaid, or in any other manner whatſoever in the aforeſaid or in any other indenture containing the covenants, articles, contracts, and agreements relating to the ſervice of ſaid Mary Ann Wells as ſuch apprentice as aforeſaid, wholly neglected and omitted, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſtatute in ſuch caſe made and provided, he ſaid defendant ſo being ſuch maſter as aforeſaid, to whom to whoſe uſe ſaid ſum of thirty pounds was given and paid for and in reſpect of ſaid Mary Ann Wells as ſuch apprentice as aforeſaid, forfeited double the ſaid ſum

of thirty pounds ſo given and paid as aforeſaid with ſaid Mary Ann Wells as ſuch apprentice as aforeſaid, to wit, at the pariſh aforeſaid, in the county aforeſaid, by reaſon whereof, and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to ſaid plaintiff, who ſues as aforeſaid, to demand and have for our ſaid lord the king and himſelf ſaid plaintiff of and from ſaid defendant the ſum of ſixty pounds, being double the ſum given and paid with the aforeſaid Mary Ann Wells as ſuch apprentice as aforeſaid, parcel of the ſaid ſum of three hundred and twenty pounds above demanded: [2d Count, go on as in the firſt, until you come to this mark +, omitting what is in Italic, and inſerting what is in the margin, then proceed as follows]; whereby and by force of the ſtatute in ſuch caſe made and provided the ſaid defendant as maſter of ſaid Mary Ann Wells, became liable to pay, and ought to have paid to our lord the now king, according to the directions of the ſtatute in ſuch caſe made and provided, the ſum of fifteen ſhillings, being the ſum of ſixpence for every twenty ſhillings of ſaid ſum of thirty pounds ſo given and paid with and in relation to ſaid Mary Ann Wells as ſuch apprentice as aforeſaid, within one month next after the date of ſaid indenture; but ſaid plaintiff, who ſues as aforeſaid, in fact further ſaith, that ſaid defendant being ſuch maſter of ſaid Mary Ann Wells as aforeſaid did not on the day and year laſt aforeſaid, or any other time within one month next after the date of ſaid indenture, pay, nor hath he at any other time ſince hitherto paid the ſaid ſum of fifteen ſhillings to our ſaid lord the king, but hath wholly neglected ſo to do, and failed and made default therein, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſtatute in ſuch caſe made and provided he ſaid defendant forfeited the ſum of fifty pounds, to wit, at the pariſh laſt aforeſaid, in the county of Middleſex aforeſaid; by reaſon whereof and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to ſaid plaintiff, who ſues as aforeſaid, to demand and have for himſelf and our ſaid lord the king of and from ſaid defendant the ſaid ſum of fifty pounds ſo forfeited as aforeſaid, other parcel of ſaid three hundred and thirty pounds above demanded: [3d Count, as firſt, to this mark +, then proceed as follows]; and ſaid plaintiff, who ſues as aforeſaid, in fact further ſaith, that before the exhibiting, &c. of him ſaid plaintiff, and alſo before the execution of ſaid laſt-mentioned indenture, to wit, on the day and year laſt aforeſaid, and at and in the pariſh laſt aforeſaid, in ſaid county of Middleſex, one John Neal did give and pay to ſaid defendant, and ſaid defendant did then and there receive of and from ſaid J. N. with and in relation to ſaid Mary Ann Wells as ſuch apprentice to him ſaid defendant as laſt aforeſaid, the ſum of ten pounds of lawful, &c. and ſaid defendant did alſo then and there agree and contract (that is to ſay with ſaid J. N.) for other ten pounds of like lawful money, and with one J. N. for the other ten pounds of like lawful, &c. to be by them reſpectively given and paid to him ſaid defendant with and in relation to ſaid Mary Ann Wells as ſuch apprentice as laſt aforeſaid,

which ſaid ſeveral ſums of money ſo given and paid and agreed and contracted for as aforeſaid, in the whole amounted to a large ſum of money, to wit, the ſum of thirty pounds of like, &c.; and ſaid plaintiff, who ſues as aforeſaid, in fact further ſaith, that ſaid ſum of thirty pounds [&c. as in 1ſt Count, from this mark+ to the end]; 4th Count, [like the 2d, only making ſome difference as between the 3d and 1ſt]; 5th Count, [like the 1ſt to this mark+, then proceed as follows], and ſaid plaintiff, who ſues as aforeſaid, in fact further ſaith, that before the exhibiting of the bill of him ſaid plaintiff, to wit, on the day and year laſt aforeſaid, at and in the pariſh laſt aforeſaid, in the county aforeſaid, there was given and paid to, and the ſaid defendant did then and there receive with and in relation to ſaid Mary Ann Wells as ſuch apprentice as laſt aforeſaid the ſum of ten pounds of lawful money of Great Britain, and ſaid defendant did then and there agree and contract for two other ſums of money, to wit, the ſeveral and reſpective ſums of ten pounds, and ten pounds of like lawful money to be given and paid him and in relation to the aforeſaid Mary Ann Wells as ſuch apprentice to him ſaid defendant as laſt aforeſaid, which ſaid ſeveral ſums of money ſo given and paid and agreed and contracted for as laſt aforeſaid, in the whole amounted to a large ſum of money, to wit, the ſum of thirty pounds of lawful, &c.: And ſaid plaintiff, who ſues as aforeſaid, in fact further ſaith, that ſaid ſum of thirty pounds [&c. go on as in 1ſt Count, from this mark+ to the end]; 6th Count [like the 2d, only make the ſame difference as between the 5th and 1ſt]; yet ſaid defendant, although often requeſted, hath not yet rendered the ſaid ſum of three hundred and thirty pounds above demanded, or any part thereof to our ſaid lord the king, and ſaid plaintiff, who ſues as aforeſaid, or either of them; but he to render the ſame to our ſaid lord the king and ſaid plaintiff, who ſues as aforeſaid, or to either of them hath hitherto wholly refuſed, and ſtill doth refuſe, to the damage of ſaid plaintiff who ſues as aforeſaid of ten pounds; and therefore as well for our ſaid lord the king as for himſelf he brings his ſuit, &c.

V. LAWES.

The above cauſe was tried, when plaintiff obtained a verdict, which he took on the third Count. Vide the following poſtea.

...a in a qui ...action, ...coſts are ... and ... plaintiff ... a verdict ... particular ...

Afterwards, that is to ſay, on the day and in the place within contained, before William earl Mansfield, the chief juſtice within named, John Way, gentleman, being aſſociated unto ſaid chief juſtice, by force of the ſtatute in ſuch caſe made and provided, the within named plaintiff who ſues as aforeſaid, as well for our ſovereign lord the king as for himſelf in this behalf, came by his attorney within contained, and the within named defendant although ſolemnly demanded came not, but made default; therefore let the jurors of the jury within mentioned be taken againſt him by default, and the jurors of that jury being ſummoned come, who to ſay the truth of the within contents being choſen, tried, and ſworn, as to

ſaid

ſaid ſixty pounds in the third Count of the within declaration mentioned, parcel of the ſaid three hundred and thirty pounds within alſo mentioned and demanded, ſay upon their oath, that ſaid defendant doth owe the ſaid ſixty pounds in ſaid third Count mentioned, to our ſaid lord the king and ſaid plaintiff who ſues as aforeſaid, in manner and form as ſaid plaintiff hath within declared, and they aſſeſs the coſts and charges of ſaid plaintiff who ſues as aforeſaid about his ſuit in that behalf expended to forty ſhillings; and as to the reſidue of the ſaid three hundred and thirty pounds within mentioned and demanded, they the ſaid jurors on their oath ſay, that the ſaid defendant doth not owe ſame or any part thereof to our ſaid lord the king and the ſaid plaintiff who ſues as aforeſaid, in manner and form as ſaid defendant hath in his ſaid plea by him within pleaded alledged; therefore, &c.

V. Law[illegible]

MIDDLESEX, to wit. Thomas Watkins, who ſues in this behalf as well for the treaſurer of the county of Middleſex as for himſelf, complains of T. Kirby being in the cuſtody, &c. of a plea that he render to the ſaid treaſurer, and to the ſaid plaintiff, who ſues as aforeſaid, the ſum of pounds of lawful money of Great Britain, which he owes to ſaid treaſurer and ſaid plaintiff, who ſues as aforeſaid, and unjuſtly detains from them; for that whereas the city and liberty of Weſtminſter is an ancient city or liberty, and for a long time paſt two citizens thereof have been elected and ſent, and have uſed and been accuſtomed, and of right ought to have been elected and ſent to ſerve in parliament for the ſaid city and liberty; and whereas before the committing of the ſeveral offences hereinafter mentioned, the high bailiff of the ſaid city and liberty (being the proper officer in that behalf) had, by virtue of the king's writ directed to the ſheriff of the county of Middleſex, and of the ſaid ſheriff's precept thereupon, begun and was then proceeding to the election of two citizens to ſerve in parliament for the ſaid city and liberty, and on that occaſion the right honourable Charles James Fox, and divers, to wit, two other perſons, being reſpectively citizens of the ſaid city and liberty, were and ſtood as candidates at and for ſuch election, to wit, at the pariſh of St. Paul's, Covent-garden, within the ſaid city and liberty, in the county aforeſaid; and whereas the ſaid defendant before and at the time of committing of the offence hereinafter mentioned, was a perſon employed under the poſt-maſter general, that is to ſay, the poſtmaſter general of our lord the now king, in receiving the revenue of the poſt-office, and ſaid defendant was then alſo a citizen of the ſaid city and liberty, to wit, at the pariſh aforeſaid, in the county aforeſaid; yet the ſaid defendant being a citizen, and a perſon ſo employed as aforeſaid, not regarding the ſtatute in that caſe made and provided, and fearing penalties therein contained, did after the making the ſame ſtatute, after the firſt day of Auguſt 1782 therein mentioned, to wit, on the firſt day of

April 1784, at the parish aforesaid, give his vote for the election of the right honourable Charles James Fox, so being such citizen as aforesaid, to for the said city and liberty in parliament for the said city and liberty, contrary to the form of the statute in such case made and provided; whereby and by force of the said statute an action hath accrued to said plaintiff, who sues as aforesaid, to demand and have of and from said defendant for the treasurer of the said county of Middlesex, and for himself said plaintiff, who sues as aforesaid, the sum of one hundred pounds, parcel of the said sum of pounds above demanded.

Michaelmas Term, 24. Geo. III.

ESSEX, to wit, William Dunningham the elder complains of Francis Smith, one of the attornies of, &c. of a plea that he render to said plaintiff eighty pounds of lawful, &c. which he owes to and unjustly detains from him; for that whereas the said defendant after the first day of June, which was in the year of Our Lord 1762, and within six months next before the exhibiting the bill of the said plaintiff in this behalf, between the twelfth day of February, A. D. 1783, and the first day of September in the same year, to wit, on, &c. at, &c. bought eight partridges (the said partridges and each and every of them then and there being of the game of this kingdom), contrary to the form of the statute in such case made and provided, whereby and by force of the statute in such case made and provided, the said defendant forfeited for his said offence forty pounds, that is to say, five pounds for each and every of the said partridges so bought by the said defendant as aforesaid; and whereby and by force of the statute in that case made and provided, an action hath accrued to the said plaintiff to demand and have of and from the said defendant the said sum of forty pounds so forfeited as aforesaid, parcel of the said sum of eighty pounds above demanded: And said plaintiff further says, that the said defendant after, &c. [a 2d Count like the 1st, only making the offence "had in his possession," instead of "bought"]; yet the said defendant, although often requested, hath not paid the said sum of eighty pounds or any part thereof to said plaintiff; but to do this hath hitherto wholly refused, and still doth refuse, to the damage of the said plaintiff of ten pounds; and therefore he brings his suit. H. RUSSELL.

MIDDLESEX, to wit. Charles Hardy complains of Robert Hall being in the custody of the marshal, &c. in a plea that he render to said plaintiff forty-four pounds twelve shillings and sixpence of lawful, &c. which he owes to and unjustly detains from him, &c. for that the said defendant within three months next before the commencement of this suit, to wit, on the day of August, A. D. 1781, at and in the parish of and county of Middlesex, received to the use of said plaintiff the sum of forty-four

four pounds twelve ſhillings and ſixpence of lawful money of Great Britain whereby an action hath accrued to ſaid plaintiff, according to the form of the ſtatute made in the ninth year of the reign of our ſovereign lady Anne, late queen of Great Britain, &c. entitled, "An Act for the better preventing of exceſſive and deceitful Gaming," to demand and have of ſaid defendant the ſaid ſum of forty-four pounds twelve ſhillings and ſixpence above demanded, yet ſaid defendant, although often requeſted, hath not yet rendered the ſaid ſum of forty-four pounds twelve ſhillings and ſixpence above demanded, or any part thereof to the ſaid plaintiff; but he to render the ſame or any part thereof to ſaid plaintiff hath hitherto wholly refuſed, and ſtill refuſes ſo to do, to ſaid plaintiff his damage of ten pounds; and therefore he brings his ſuit, &c.

V. LAWS.

Michaelmas Term, 13. Geo. III.

CUMBERLAND, to wit. Andrew Greene complains of Joſeph Grendall being, &c. of a plea that he render to him twenty pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from him, for this, to wit, that the ſaid Joſeph, after the firſt day of June 1775, to wit, on, &c. did take, kill, and deſtroy certain fiſh, to wit, one hundred ſalmon, &c. &c. in a certain river called the River Derwent, then not being in any park or paddock, or in any garden, orchard, or yard adjoining or belonging to any dwelling-houſe, but being in certain incloſed ground then being private property, without the conſent of the ſaid Andrew, who then and there and before was and yet is owner of the fiſhery of the ſaid River D. where the ſaid fiſh were ſo taken, killed, and deſtroyed as aforeſaid, againſt the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſaid ſtatute lately in ſuch caſe made and provided, the ſaid Joſeph forfeited for his ſaid offence the ſum of five pounds of lawful money of Great Britain, to the ſaid Andrew, being the owner of the ſaid fiſhery where the ſaid fiſh were taken, killed, and deſtroyed as aforeſaid; by reaſon whereof and by force of the ſtatute in ſuch caſe lately made and provided an action hath accrued, &c. &c. &c. [ſecond Count like the firſt, only ſay that he *attempted to take, kill, and deſtroy*]: And alſo for that the ſaid Joſeph, after the ſaid firſt day of, &c. to wit, on, &c. did take, kill, and deſtroy certain fiſh, to wit, one hundred ſalmon, &c. [ſame as firſt Count to the end]: And alſo for that the ſaid Joſeph, after the ſaid firſt day of, &c. to wit, on, &c. did attempt to take, kill, and deſtroy, &c. &c. [as in the ſecond Count. Common concluſion in debt.]

LONDON, to wit. J. D. II. complains of J. H. being, &c. of a plea that he render to him the ſaid plaintiff two hundred pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from him, for that whereas by a certain act made at the parliament of our late ſovereign lord George the Second, late king of, &c. held at Weſtminſter, in the county of Middleſex, by prorogation, on the twenty-third day of November 1758, and in the thirty ſecond year of the reign of his ſaid late majeſty, entitled, "An Act for the relief of Debtors with reſpect to the "Impriſonment of their Perſons, and to oblige Debtors who ſhall "continue in Execution in Priſon by long and certain Time, and for "Sums not exceeding what are mentioned in the Act, to make "Diſcovery and deliver upon Oath their Effects for their Creditors, "Benefit," it was amongſt other things enacted, &c. as by the ſaid act amongſt other things, relation being thereto had, may more fully and at large appear, and whereas the city of London now is, and from time whereof the memory of man is not to the contrary, there hath been a certain court of record held in the compter, commonly called the Poultry Compter, ſituate in London aforeſaid, to wit, in the pariſh of St Mildred the Virgin, in the Poultry, in the ward of Cheap, before one of the ſheriffs of the city aforeſaid for the time being, and where, within the ſaid city there now is, and from time immemorial there hath been a certain ancient and laudable cuſtom there uſed and approved of, that when and as often as any plaint hath been levied in the city aforeſaid, according to the cuſtom of the ſaid city, before either of the ſheriffs of the ſaid city, at the ſuit of any perſon in a plea of treſpaſs on the caſe, that any perſon being a ſerjeant at mace of the ſaid city, to wit, a ſerjeant at mace to the ſaid ſheriff and miniſter of the court aforeſaid, at the requeſt of the party ſo levying ſuch plaint hath been uſed by reaſon of his office after the entry of ſuch plaint in the book of the compter aforeſaid, to take and arreſt by his body ſuch perſon againſt whom any ſuch plaint hath been levied that he might have his body at the next court of our ſaid lord the king before ſuch ſheriff for the time being, in the Guildhall of the ſame city, ſituate in the pariſh of St. Lawrence in the Old Jewry, in the ward of Cheap, in London aforeſaid, according to the cuſtom of the city aforeſaid to be held, to anſwer to ſuch perſon in ſuch plaint ſo levied in the plea aforeſaid, without any other precept or other command to ſuch ſerjeant at mace and miniſter of the court aforeſaid in that behalf directed or to be directed, to wit, at London aforeſaid, in the pariſh of St. Mildred, &c., and whereas one J. U. heretofore, to wit, on, &c. to wit, at &c. in, &c. came into the court of our lord the king of record, before J. T. eſquire, then one of the ſheriffs of the city of London aforeſaid, in his compter, ſituate in the aforeſaid pariſh of, &c. in the ward of, &c. according to the cuſtom of the city aforeſaid there held, and then and there according to the cuſtom of the city aforeſaid levied againſt the ſaid plaintiff by the name of, &c. his certain plaint in a plea of treſpaſs on the caſe, to the damage of the ſaid J. U. of ten pounds, which ſaid plaint was then and there entered in the book of the compter aforeſaid,

aforeſaid, at the compter aforeſaid, ſituate as aforeſaid, as in ſuch caſes is uſed according to the cuſtom of the city aforeſaid, in theſe words, "to wit, J. H. at the ſuit of J. U. caſe ten pounds," which ſaid plaint was marked for bail for five pounds and upwards, by virtue of an affidavit of the cauſe of action before then made, and duly affiled in the ſaid court, according to the form of the ſtatute in ſuch caſe made and provided, to wit, at London, &c. and whereas the ſaid J. U. ſo levied his plaint aforeſaid with intention that he the ſaid J. U. might, according to the cuſtom of the ſaid city from time immemorially uſed and approved of in the ſame city, implead the ſaid plaintiff by the ſaid name of J. H. in the ſaid court for a certain debt by the ſaid J. U. alledged and pretended to be due and owing from the ſaid plaintiff by the name of J. H. to the ſaid J. U. in a plea of treſpaſs on the caſe on a promiſe alledged by the ſaid J. U. to have been made to him by the ſaid plaintiff by the ſaid name of J. H. to pay ſuch pretended debt in conſideration that the ſaid plaintiff by the ſaid name of J. H. was ſo indebted to him the ſaid J. U. to wit, at London aforeſaid, in the pariſh and ward aforeſaid; and whereas afterwards, to wit, on, &c. at, &c. the ſaid J. U. required the ſaid defendant (he the ſaid defendant from thence until, and at, and after the ſeveral and reſpective times of the committing the ſeveral and reſpective offences hereafter mentioned, being a ſerjeant at mace of the ſaid city, to wit, a ſerjeant at mace to the ſaid J. T. eſquire, then ſuch ſheriff of the city aforeſaid, and an officer and miniſter of the ſaid court), that he ſhould take and arreſt the ſaid plaintiff by the ſaid name of J. H. by his body, to anſwer to the ſaid J. U. of and in the plea of the plaint aforeſaid, according to the cuſtom of the ſaid city, by virtue of which ſaid premiſes, to wit, of the plaint aforeſaid ſo marked for bail as aforeſaid, and of the ſaid requeſt of the ſaid J. U. he the ſaid defendant ſo being ſuch ſerjeant at mace and an officer and miniſter of the court aforeſaid, afterwards, to wit, on, &c. within the juriſdiction of the ſaid court, to wit, at London aforeſaid, in, &c. took and arreſted the ſaid plaintiff by his body for the cauſe aforeſaid, to wit, by the colour of the action or plaint aforeſaid, at the ſuit of the ſaid J. U. in the action or plea aforeſaid, and had the ſaid plaintiff in his cuſtody at the ſuit of the ſaid J. U. for the cauſe aforeſaid, to wit, in the action or plea aforeſaid: And the ſaid plaintiff in fact further ſaith, that the ſaid defendant ſo having arreſted him the ſaid plaintiff, and having and detaining him in his cuſtody as aforeſaid by virtue and in colour of the action, plea, or proceſs aforeſaid, he the ſaid defendant ſo being ſuch ſerjeant at mace and an officer and miniſter of the court aforeſaid, afterwards, to wit, on, &c. at, &c. carried him the ſaid plaintiff to a public victualling or drinking houſe belonging to one J. P. ſituate and being in London aforeſaid, to wit, in the pariſh and ward laſt aforeſaid, and did there permit liquors to be called for and had by the ſaid plaintiff, without the ſaid defendant, or any other perſon whatſoever ſhewing, producing, or reading to the ſaid plaintiff the clauſes in the ſaid act in that particular

mentioned, and by the ſaid act required to be ſhewn by the ſaid defendant to the ſaid plaintiff, contrary to the form of the ſtatute in ſuch caſe made and provided, for which offence he the ſaid defendant, ſo being ſuch ſerjeant at mace, according to the form and effect of the ſaid ſtatute, then and there, to wit, at London aforeſaid, in the ſaid pariſh of, &c. forfeited to the ſaid plaintiff (he the ſaid plaintiff being the perſon thereby aggrieved) the ſum of fifty pounds, whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid plaintiff to demand and have of and from the ſaid defendant the ſaid fifty pounds ſo forfeited as aforeſaid, parcel of the
2d Count. ſaid two hundred pounds above demanded: And the ſaid plaintiff in fact further ſaith, that the ſaid defendant ſo having arreſted him the ſaid plaintiff, and having and detaining him in his cuſtody as aforeſaid by virtue and under colour of the action, plea, or proceſs aforeſaid, he the ſaid defendant afterwards, to wit, on, &c. at, &c. carried him the ſaid plaintiff to the gaol or priſon of the ſaid court of the ſaid ſheriff, to wit, to the gaol, commonly called the Poultry Compter, ſituate in London aforeſaid, within the juriſdiction of the ſaid court, to wit, in the pariſh and ward laſt aforeſaid, within twenty-four hours from the time of the ſaid arreſt, to wit, within the ſpace of three hours from the time of the ſaid arreſt, againſt the will of the ſaid plaintiff, and contrary to the form of the ſtatute in ſuch caſe made and provided, for which ſaid laſt-mentioned offence he the ſaid defendant ſo being ſuch ſerjeant at mace and an officer and miniſter of the ſaid court, according to the form and effect of the ſtatute, then and there, to wit, at London aforeſaid, in the pariſh and ward aforeſaid, forfeited to the ſaid plaintiff (he the ſaid plaintiff being the perſon thereby aggrieved) another ſum of fifty pounds, whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid plaintiff to demand and have of and from the ſaid defendant the ſaid ſum of fifty pounds ſo forfeited as laſt aforeſaid, other parcel of the ſaid two hundred pounds above demanded:
3d Count. And the ſaid plaintiff further ſaith, that the ſaid defendant being ſuch ſerjeant at mace of the city of London aforeſaid, afterwards, and whilſt he was ſuch officer, to wit, ſuch ſerjeant at mace, that is to ſay, on the ſaid ſixth day of, &c. within the juriſdiction of a certain court of our lord the king, in and for the ſaid county of Middleſex, commonly called the court of conſcience, to wit, at London aforeſaid, in, &c. took and arreſted the ſaid plaintiff by his body by virtue of a certain proceſs of execution iſſuing out of the ſaid laſt-mentioned court againſt the ſaid plaintiff at the ſuit of one J. H. for a certain ſum of money, to wit, the ſum of forty ſhillings and threepence, recovered by the ſaid J. H. in the ſaid laſt-mentioned court, and had the ſaid plaintiff in his cuſtody in execution at the ſuit of the ſaid J. H. for the cauſe laſt aforeſaid: And the ſaid plaintiff in fact further ſaith, that the ſaid defendant ſo having arreſted him the ſaid plaintiff, and having and detaining him in his cuſtody as aforeſaid by virtue of and under colour of the ſaid proceſs of execution, he the ſaid defendant afterwards, to wit, on, &c. at, &c. carried him the ſaid plaintiff to gaol, that is to

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ſay, to the gaol or priſon of the ſaid court of conſcience, to wit, to the gaol or priſon, commonly called the Poultry Compter, ſituate in London aforeſaid, within the juriſdiction of the ſaid court, to wit, in, &c. within twenty-four hours, &c. &c. &c. [as in the ſecond Count to the end]: And the ſaid plaintiff further ſaith, that the ſaid defendant ſo being, &c, and whilſt, &c. that is to ſay, on, &c. within, &c. took and arreſted the ſaid plaintiff by his body by virtue of a certain other proceſs of execution iſſuing, &c. againſt, &c. for a certain ſum of money, to wit, the ſum of eighteen ſhillings and eightpence, recovered by the ſaid R. M. in the ſaid laſt-mentioned court againſt the ſaid plaintiff, and then and there had the ſaid plaintiff in his cuſtody in execution at the ſuit of the ſaid R. M. for the cauſe laſt aforeſaid: And the ſaid plaintiff in fact further ſaith, that the ſaid defendant ſo having arreſted him the ſaid plaintiff, and having and detaining him in his cuſtody as aforeſaid by virtue and under colour of the ſaid laſt-mentioned proceſs of execution, he the ſaid defendant afterwards, to wit, on, &c. carried him the ſaid plaintiff to gaol, &c. &c. [as in the former Count]; yet, &c. &c. [Common concluſion in debt.] 4th Count.

Eaſter Term, 25. Geo. III.

SURRY, to wit. William Barr complains of William Benton, being, &c. of a plea that he render to the ſaid plaintiff the ſum of one hundred and eight pounds of lawful, &c. which he owes to and unjuſtly detains from him; for that whereas heretofore, to wit, on, &c. in the twenty-fourth year of the reign of our lord the now king (the *teſte* of the *latitat*) there iſſued out of the court of our ſaid lord the king, before the king himſelf here (the ſaid court then and ſtill being holden at Weſtminſter, in the county of Middleſex), a certain writ of our ſaid lord the king called a *latitat*, at the ſuit of one M. J. againſt the ſaid plaintiff, directed to the ſheriff of Surry, by which ſaid writ our ſaid lord the king commanded the ſaid ſheriff that he ſhould take the ſaid plaintiff if he ſhould be found in his bailiwick, and him ſafely keep, ſo that he the ſaid ſheriff might have his body before our ſaid lord the king at Weſtminſter, on, &c. to anſwer to the ſaid M. J. in a plea of treſpaſs, and alſo to a bill of the ſaid M. J. againſt the ſaid plaintiff for two thouſand two hundred pounds of debt, according to the cuſtom of the ſaid court of our ſaid lord the king, before the king himſelf, to be exhibited, and that the ſaid ſheriff ſhould have there then that writ, upon which ſaid writ there was and is an indorſement requiring bail to be taken from the ſaid plaintiff for one thouſand one hundred pounds by virtue of an affidavit of the cauſe of action of the ſaid M. J. againſt the ſaid plaintiff in that behalf filed of record in the ſaid court of our ſaid lord the king, before the king himſelf, according to the form of the ſtatute in ſuch caſe made and provided, and which ſaid writ with the ſaid indorſement thereon afterwards, and before the return thereof, to wit, on, &c. at, &c. was delivered to W. A. eſquire, who then and from thence until, and

Declaration on the 32. Geo. 2. c. 28. againſt a bailiff for extortion and a Count on the 23. Hen. 6. c. . for treble damages.

and at, and after the arreſt hereafter next mentioned, was ſheriff of the ſaid county of S. to be executed in due form of law, by virtue of which ſaid writ, the ſaid W. A. ſo being ſheriff of the ſaid county of S. as aforeſaid, afterwards, and before the return thereof, to wit, on, &c. at, &c. in, &c. for having execution of the ſaid writ, duly made his warrant in writing directed to the ſaid defendant, who then and from thence until, and at, and after the committing of the offence hereafter next mentioned was one of the bailiffs of the ſaid ſheriff of the ſaid county of S. by which ſaid warrant the ſaid ſheriff of the ſaid county of S. commanded the ſaid defendant to take the ſaid plaintiff if he ſhould be found in the ſaid ſheriff's bailiwick, and him ſafely keep, ſo that the ſaid ſheriff might have his body before our ſaid lord the king at Weſtminſter, at the return of the ſaid writ, to anſwer to the ſaid M. J. in the plea and to the bill aforeſaid, which ſaid warrant was alſo marked for bail for one thouſand one hundred pounds, and which ſaid warrant ſo marked for bail afterwards, and before the return of the ſaid writ, to wit, on the ſame day and year laſt aforeſaid, at Southwark aforeſaid, in the ſaid county of Surry, was delivered to the ſaid defendant, then being one of the bailiffs of the ſaid ſheriff of the ſaid county of Surry aforeſaid, to be executed in due form of law; by virtue of which ſaid warrant he the ſaid defendant as ſuch bailiff afterwards, and before the return of the ſaid writ, to wit, on the eleventh day of March, in the twenty-fourth year aforeſaid, at Southwark aforeſaid, in the ſaid county of Surry, and within the bailiwick of the ſheriff of the ſame county, took and arreſted the ſaid plaintiff by his body, and then and there had and detained him in his cuſtody at the ſuit of the ſaid Mary Johnſon, for the cauſe aforeſaid: And the ſaid William Barr in fact further ſaith, that after he had been ſo arreſted, and whilſt he remained in cuſtody of the ſaid defendant by virtue and under colour of the ſaid writ and warrants for the cauſe, to wit, on the ſame day and year laſt aforeſaid, at Southwark aforeſaid, in the county of Surry, he the ſaid defendant, then being one of the bailiffs of the ſaid county of Surry as aforeſaid, demanded, took, and received of and from the ſaid plaintiff a certain ſum of money, to wit, the ſum of two pounds one ſhilling and eightpence of money of Great Britain, *for detaining the ſaid plaintiff, after he the ſaid plaintiff had given bail to the ſaid writ*, which ſaid ſum of money ſo demanded, taken, and received by the ſaid defendant of and from the ſaid plaintiff in manner and for the cauſe aforeſaid, then and there was and is a greater ſum of money than at the time of the taking thereof was by law allowed to be taken or demanded by the ſaid defendant of and from the ſaid plaintiff on that occaſion, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſaid ſtatute, the ſaid defendant then being one of the bailiffs of the ſaid ſheriff of the ſaid county of Surry as aforeſaid, forfeited and became liable to pay for his ſaid offence to the ſaid plaintiff, being the party thereby aggrieved, the ſum of fifty pounds, and thereby and by force of the ſaid ſtatute an action hath accrued to the ſaid plaintiff

23 Geo. 2. c. 26. § 1.

to

to demand and have of and from the ſaid defendant the ſaid ſum of fifty pounds ſo forfeited as aforeſaid, parcel of the ſaid ſum of one hundred and eight pounds ſix ſhillings and eightpence above demanded. And whereas heretofore, to wit, on the ſaid twelfth day of February, in the twenty-fourth year aforeſaid, there iſſued out of the court of our ſaid lord the king, before the king himſelf here (the ſaid court then and ſtill being holden at Weſtminſter, in the county of Middleſex aforeſaid) a certain other writ of our ſaid lord the king called a *latitat*, at the ſuit of the ſaid Mary Johnſon againſt the ſaid plaintiff directed to the ſheriff of Surry, by which ſaid laſt-mentioned writ our ſaid lord the king commanded the ſaid ſheriff [ſtating the writ, the warrant, and arreſt, and that whilſt the plaintiff was in the defendant's cuſtody under the ſaid laſt-mentioned writ and warrant, as in the former Count], he the ſaid defendant, then being one of the bailiffs of the ſaid ſheriff of the ſaid county of Surry as aforeſaid, demanded, took, and received of and from the ſaid plaintiff a certain ſum of money, to wit, the ſum of two pounds one ſhilling and eightpence of lawful money of Great Britain, *for waiting till the ſaid plaintiff had given bail to the ſaid laſt-mentioned writ*, which ſaid laſt-mentioned ſum of money ſo demanded, taken, and received by the ſaid defendant of and from the ſaid plaintiff in manner and for the cauſe laſt aforeſaid, then and there was and is a greater ſum of money than at the time of taking thereof was by law allowed to be taken or demanded by the ſaid defendant of and from the ſaid plaintiff on that occaſion, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſaid ſtatute, the ſaid defendant then being one of the bailiffs of the ſaid ſheriff of the ſaid county of Surry as aforeſaid, forfeited for his ſaid laſt-mentioned offence to the ſaid plaintiff, being the party thereby aggrieved, the ſaid ſum of fifty pounds, and thereby and by force of the ſaid ſtatute an action hath, &c. &c. &c. [as before]: And whereas heretofore, to wit, on, &c. in the twenty-fourth year aforeſaid [following the laſt Count verbatim], he the ſaid defendant then being one of the bailiffs of the ſaid ſheriff of the ſaid county of S. as aforeſaid, by occaſion and under colour of his office as ſuch bailiff, took of the ſaid plaintiff a certain ſum of money, to wit, the ſum of two guineas, that is to ſay, the ſum of two pounds two ſhillings of lawful money of Great Britain, *for letting the ſaid plaintiff to bail upon the ſaid laſt-mentioned writ*, which ſaid laſt-mentioned ſum of money ſo taken, &c. &c. whereby the ſaid plaintiff ſuſtained damages to the amount of two pounds one ſhilling and eightpence, and thereby and by force of the ſaid ſtatute an action hath, &c. &c. to demand and have of and from the ſaid defendant the ſum of ſix pounds five ſhillings, being treble the amount of his ſaid damages, and other parcel of the ſaid ſum of one hundred and eight pounds above demanded: And whereas the ſaid defendant afterwards, to wit, on, &c. at, &c. in, &c. was indebted to the ſaid plaintiff in the further ſum of two pounds one ſhilling and eightpence of lawful money of Great Britain for money by the ſaid defendant before

that time had and received to the uſe of the ſaid plaintiff, whereby an action hath accrued to the ſaid plaintiff to demand and have of and from the ſaid defendant the ſaid laſt-mentioned ſum of two pounds one ſhilling and eightpence, reſidue of the ſaid ſum of one hundred and eight pounds ſix ſhillings and eightpence above demanded; yet, &c. [Common concluſion in debt.] Damage twenty pounds.

Eaſter Term, 15. Geo. III.

Declaration on 23. Geo. 2. c. 26. againſt a *ſheriff's bailiff*, for carrying the plaintiff to a private houſe, and ſuffering liquids to be called for there without ſhewing the plaintiff the clauſes in that behalf preſcribed, and for extorting money from him under the ſeveral pretences of bailing plaintiff, keeping him out of goal, arreſting him, and waiting for bail.

MIDDLESEX, to wit. Be it remembered that in Michaelmas term laſt paſt, before our lord the king at Weſtminſter, came William Green, by John Saunders his attorney, and brought into the court of our lord the king then there his bill againſt John Brook being in the cuſtody, &c. of a plea of debt, and there are pledges for the proſecution, to wit, John Doe and Richard Roe, which ſaid bill followeth in theſe words, to wit: Middleſex, to wit. William Green complains of John Brook being in the cuſtody, &c. of a plea that he render unto him the ſaid William two hundred and ſixty pounds of lawful, &c. which he the ſaid J. owes to and unjuſtly detains from the ſaid William, &c.; for that whereas by a certain act made at the parliament of our late ſovereign lord George the Second, late king of Great Britain, &c. held at Weſtminſter, in the county of Middleſex, by prorogation, on the twenty-third day of November 1758, and in the thirty-ſecond year of the reign of the ſaid late king, intitled, "An Act for Relief "of Debtors who ſhall continue in execution in Priſon beyond a "certain Time, and for Sums not exceeding what are mentioned "in the Act to make Diſcovery of and deliver upon Oath their Eſtates for the Creditor's Benefit," it was amongſt other things enacted, &c. (here follows a recital of Sect. 1. part of Sect. 2. and the whole of Sect. 3. and 12.) as by the ſaid act, amongſt other things, relation being thereto had, may more fully and at large appear: And the ſaid William in fact ſaith, that after the making of the ſaid act, and before the day of exhibiting the bill of the ſaid William, to wit, on, &c. one G. D. ſued and proſecuted out of the court of our lord the now king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter, in the ſaid county of Middleſex), a certain precept of our ſaid lord the king called a bill of Middleſex, againſt the ſaid William at the ſuit of him the ſaid G. D. by which ſaid precept the ſaid then ſheriff of Middleſex was commanded that he ſhould take the ſaid William if he ſhould be found in his bailiwick, and him ſafely keep, ſo that the ſaid ſheriff might have his body before the ſaid lord the king at Weſtminſter, on, &c. to anſwer to the ſaid G. D. of a plea of treſpaſs on the caſe, and alſo to a bill of the ſaid G. D. againſt the ſaid William for ſixty pounds upon promiſes, according to the cuſtom of the court of the lord the king, before the king himſelf to be exhibited, and that the ſaid ſheriff ſhould then have there that precept, which ſaid precept afterwards, and before the delivery there-

thereof to the ſaid then ſheriff of Middleſex, to be executed as hereafter is mentioned, to wit, on, &c. at, &c. he the ſaid G. D. duly cauſed to be indorſed for bail for thirty pounds and upwards, according to the form of the ſtatute in ſuch caſe made and provided; which ſaid precept ſo indorſed as aforeſaid he the ſaid G. D. afterwards, and before the return thereof, to wit, on, &c. at, &c. cauſed to be delivered to S. S. eſquire and W. L. eſquire, then ſheriff of the ſaid county of Middleſex, to be executed in due form of law; by virtue of which ſaid precept the ſaid S. S. and W. L. ſo being ſheriff of the ſaid county of Middleſex as aforeſaid, afterwards and before the return of the ſaid precept, to wit, on, &c. at, &c. duly made his warrant in writing, ſealed with the ſeal of the ſaid ſheriff, directed to the ſaid John, being a bailiff of the ſaid ſheriff of the ſaid county of Middleſex, and by the ſaid warrant the ſaid S. S. and W. L. ſo being ſheriff of the ſaid county of Middleſex as aforeſaid, then and there commanded the ſaid John to take the ſaid William if he might be found in his the ſaid ſheriff's bailiwick, and him ſafely keep, ſo that the ſaid ſheriff might have his body before our ſaid lord the king at Weſtminſter, on, &c. to anſwer to the ſaid G. D. of the plea aforeſaid, and which ſaid warrant was alſo then and there duly marked for bail for thirty pounds and upwards, by virtue of the ſaid precept, which ſaid warrant ſo indorſed was afterwards, to wit, on, &c. at, &c. delivered to the ſaid John to be executed in due form of law; by virtue of which ſaid warrant he the ſaid John then being one of the bailiffs of the ſaid ſheriff of the ſaid county of Middleſex as aforeſaid, afterwards and before the return of the ſaid precept, to wit, on, &c. at, &c. took and arreſted the ſaid William by his body for the cauſe aforeſaid, at the ſuit of the ſaid G. D. in the plea aforeſaid, and had the ſaid William in his cuſtody for the cauſe aforeſaid: And the ſaid William in fact ſaith, that he the ſaid John ſo having arreſted the ſaid William, and having and detaining the ſaid William under the ſaid arreſt, and in his cuſtody as aforeſaid, by virtue and under colour of the ſaid precept and warrant, he the ſaid John afterwards, to wit, on, &c. conveyed and carried the ſaid William ſo by him the ſaid John arreſted as aforeſaid to the private houſe of him the ſaid John ſituate and being in a certain court called Spread Eagle Court in Gray's-Inn lane, in the pariſh of, &c. in the county of Middleſex, and there permitted liquors to be called for and had by the ſaid William without the ſaid John or any other perſon whatever ſhewing, producing, or reading to the ſaid William the clauſes in the ſaid act in that particular mentioned, and the ſaid act required to be ſhewn to the ſaid William by the ſaid John, to wit, at, &c. contrary to the tenor and effect of the ſaid ſtatute, for which ſaid offence he the ſaid John being one of the bailiffs of, &c. according to the form and effect of the ſaid act forfeited and ought to pay to the ſaid William, he the ſaid William being the perſon thereby aggrieved, the ſum of fifty pounds, whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid William to demand and have of and from the

ſaid

3d Count. said John the said sum of fifty pounds so forfeited as aforesaid, parcel of the said two hundred and fifty pounds above demanded: And the said William in fact further saith, that he the said William so being under the said arrest and in the custody of the said John as aforesaid, by virtue and under colour of the said precept and warrant for the cause aforesaid, to wit, at, &c. he the said John so being one of the bailiffs of the said sheriff of the said county of Middlesex, then and there, to wit, on, &c. demanded, exacted, and took of and from the said William, so being under his arrest and in his custody by virtue and under colour of the said precept and warrant as aforesaid, the sum of one pound three shillings and sixpence as a gratuity or reward for the expences of the said William so being under arrest and in his the said John's custody as aforesaid, to wit, for the expences of bailing of the said action, being more than was according to the tenor and directions of the said statute by law allowed as reasonable in such case, contrary to the tenor and effect of the said statute, for which said offence he the said John, &c. &c.

3d Count. (as before): And the said William in fact further saith, that he being, &c. &c. (as before), the sum of one pound three shillings and sixpence as a gratuity or reward for keeping the said William so arrested and in his custody as aforesaid out of the gaol or prison of the said court of our said lord the king, before the king himself,

4th Count. contrary, &c. (as in second Count): And the said William in fact further saith, that he the said John afterwards, to wit, on, &c. at, &c. demanded, took, and received of and from the said William, so being under his arrest and in his custody by virtue and under colour of the said precept and warrant as aforesaid, the sum of one pound three shillings and sixpence as his fee for such arresting and taking the said William by virtue and under colour of the said precept and warrant for the cause aforesaid in manner aforesaid, which said sum of, &c. then was and is a greater sum of money than at the said time of the said taking and arresting of the said William in manner aforesaid, or at the time of taking the same was by law allowed to be taken or demanded by the said John of and from the said William for such arresting and taking of the said William by virtue and under colour of the said precept and warrant for the cause aforesaid, contrary, &c. (as before): And the said William in fact further saith, that the said John afterwards, to wit, on, &c. demanded, took, and received of and from the said William, so being by the said John arrested and taken, and so being in his custody, another sum of one pound three shillings and sixpence for waiting on the said William, so being under his arrest and in his custody as aforesaid, by virtue and under colour of the said precept and warrant for the cause aforesaid, until he the said William had given bail for his appearance according to the exigence of the said precept, which said last-mentioned sum of, &c. was and is a greater sum than at the time of the said arrest for detaining and taking of the said William by the said John in manner aforesaid, or at the time of taking thereof was by law allowed to be taken or demanded by the said John for his said waiting

ing on and with the ſaid William ſo being in the cuſtody of the ſaid John, contrary, &c.; yet, &c. (Common concluſion in debt.)

J. MORGAN.

Michaelmas Term, 7. Geo. III.

SHROPSHIRE, to wit. Thomas Price the younger, gentleman, complains of Robert Fox the younger, being, &c. of a plea that he render to him forty-ſix pounds eight ſhillings of lawful, &c. which he owes to and unjuſtly detains from him; for that whereas he the ſaid Thomas on, &c. in, &c. did demiſe unto the ſaid Robert divers lands and tenements, with the appurtenances, of and belonging to him the ſaid Thomas, to wit, one meſſuage, one tenement, one bakehouſe, forty acres of land, &c. &c. with the appurtenances, ſituate, lying, and being at, &c. in, &c. to have and to hold unto the ſaid Robert, his executors, adminiſtrators, and aſſigns, from the ſaid twenty-fifth day of March, for and during and unto the full end and term of one whole year from thenceforth next enſuing, and fully to be complete and ended, and ſo on from year to year as long as the ſaid Thomas ſhould pleaſe, yielding and paying therefore yearly and every year during ſo long time as the ſaid Richard ſhould hold and enjoy the ſaid demiſed premiſes unto the ſaid Thomas, his heirs, or aſſigns, the yearly rent or ſum of thirty-three pounds of lawful, &c. on two uſual feaſts or days of payment in the year, that is to ſay, on the feaſt of, &c.; by virtue of which ſaid demiſe the ſaid Robert entered into the ſaid demiſed premiſes, with the appurtenances, and held and enjoyed the ſame from the ſaid twenty-fifth day of, &c. until the twenty-fifth day of, &c.; and the ſaid Robert being ſo poſſeſſed thereof, thirty-three pounds of the rent aforeſaid for one year ended on, &c. at that day were due and in arrear from the ſaid Robert to the ſaid Thomas, and the ſaid arrears of rent being ſo due and unpaid to the ſaid Thomas as aforeſaid, he the ſaid Robert well knowing the premiſes, but not regarding the ſtatute in ſuch caſe lately made and provided, nor the penalty therein contained, afterwards, to wit, on, &c. (the ſaid arrears of rent then being due and unpaid, did wilfully, knowingly, and fraudulently convey and carry off from the ſaid demiſed premiſes divers goods and chattels of him the ſaid Robert, to wit, one horſe, &c. of the price of five pounds, two feather-beds, &c. of the value of ſix pounds twelve ſhillings, amounting together to the ſum of eleven pounds twelve ſhillings, to prevent the ſaid Thomas from diſtraining the ſame for the ſaid arrears of rent ſo due and payable to him the ſaid Thomas as aforeſaid, contrary to the form and effect of the ſaid ſtatute in ſuch caſe lately made and provided, by reaſon whereof and by force of that ſtatute an action hath accrued to the ſaid Thomas to demand and have of the ſaid Robert twenty-three pounds four ſhillings, being double the value of the ſaid goods and chattels ſo as aforeſaid fraudulently carried off from the ſaid

Declaration on 11. Geo. 2. c. 19. ſ. 2. by landlord againſt tenant, for fraudulently removing goods to prevent a diſtreſs.

2d Count.

ſaid demiſed premiſes, parcel of the ſaid forty-ſix pounds eight ſhillings above demanded: And whereas the ſaid Robert on, &c. was tenant of the ſaid Thomas of other lands and tenements, with the appurtenances, ſituate, lying, and being at, &c. in, &c. by virtue of a demiſe to him thereof made by the ſaid Thomas long before that time, at and under the yearly rent of thirty-three pounds reſerved and made due and payable by the ſaid Robert to the ſaid Thomas at the feaſts of, &c. by even and equal portions: And whereas thirty-three pounds of the laſt-mentioned rent for one year ended on the ſaid twenty-fifth day of, &c. were on the ſaid twenty-fifth day of, &c. due and in arrear from the ſaid Robert to the ſaid Thomas his landlord; nevertheleſs the ſaid Robert well knowing the premiſes, but not regarding the ſaid ſtatute in ſuch caſe lately made and provided, nor the penalty therein contained, afterwards, to wit, on, &c. the ſaid laſt-mentioned arrears of rent being then due and unpaid, did wilfully, knowingly, and fraudulently convey away and carry off from the ſaid demiſed premiſes laſt-mentioned divers other goods and chattels of him the ſaid Robert, to wit, one other horſe colt, and one other filly colt, of the price of five pounds, two other feather-beds and bolſters, one other iron furnace, nine other pewter diſhes, twelve other pewter plates, one other tea-kettle, one other waſhing kettle, and another parcel of old iron, of the value of ſix pounds twelve ſhillings, amounting together to the ſum of eleven pounds twelve ſhillings, to prevent the ſaid Thomas from diſtraining the ſame for the ſaid laſt arrears of rent ſo due and payable to him the ſaid Thomas as aforeſaid, contrary to the form and effect of the ſaid ſtatute in ſuch caſe lately made and provided; by reaſon whereof and by virtue of that ſtatute an action hath accrued to the ſaid Thomas to demand and have of the ſaid Robert other twenty-three pounds four ſhillings, being double the value of the ſaid goods and chattels ſo as aforeſaid fraudulently carried off from the laſt-mentioned demiſed premiſes, reſidue of the ſaid forty ſix pounds eight ſhillings above demanded. (Common concluſion in debt.)

Eaſter Term, 21. Geo. III.

Declaration on 21. Geo. 2. c. 19. ſ. 3. for aſſiſting the plaintiff's tenant in a clandeſtine removal of goods to prevent a diſtreſs.

MIDDLESEX, to wit. Lady Frances Burgoyne and James Johnſon, eſquire, complains of William Moreton being, &c. of a plea that he render to the ſaid Frances and James two hundred pounds of lawful, &c. which he owes to and unjuſtly detains from them, &c.; for that the ſaid Frances and James on, &c. at Weſtminſter, in the county of Middleſex, demiſe to one Elizabeth Doue a certain meſſuage, with the appurtenances, of them the ſaid Frances and James, ſituate, lying, and being at Delahay-ſtreet, Weſtminſter in the ſaid county of Middleſex, to have and to hold the ſame to ſaid Elizabeth from the feaſt-day of the birth of Our Lord Chriſt then next, from one year then next following, and ſo from year to year for ſo long time as they the ſaid Frances and James and the

ſaid

ſaid Elizabeth ſhould pleaſe, yielding and paying therefore by the ſaid Elizabeth to the ſaid Frances and James for and during ſo long time as the ſaid Elizabeth ſhould hold the ſaid demiſed premiſes, with the appurtenances, by virtue of the ſaid demiſe, the yearly rent or ſum of pounds of, &c. to be paid quarterly, that is to ſay, on the feaſt day of the Annunciation of the Bleſſed Virgin Mary, the feaſt of St. John the Baptiſt, the feaſt of St. Michael the Archangel, and the feaſt day of the Birth of Our Lord Chriſt, by even and equal portions, by virtue of which ſaid demiſe the ſaid Elizabeth afterwards, to wit, on, &c. entered into the ſaid demiſed premiſes, with the appurtenances, and was poſſeſſed thereof, and by virtue of the ſaid demiſe held the ſame continually from the commencement of the ſaid demiſe until and at and after the time of the fraudulent conveying and carrying away of the ſaid goods and chattels hereinafter next mentioned of and from the ſaid demiſed premiſes: And the ſaid Frances and James further ſay, that ten pounds ten ſhillings of the rent aforeſaid for one quarter of a year, ending on the feaſt of the Annunciation of the Bleſſed Virgin Mary in the year laſt-mentioned, were in arrear and unpaid from the ſaid Elizabeth to the ſaid Frances and James; and the ſaid demiſe ſo being in full force as aforeſaid, and thereupon afterwards, and juſt immediately before the ſaid ten pounds ten ſhillings of the ſaid rent ſo became due and in arrear as aforeſaid, that is to ſay, on, &c. certain goods and chattels of the ſaid Elizabeth, to wit, &c. &c. of the ſaid Elizabeth were upon the ſaid demiſed premiſes, to wit, at Weſtminſter aforeſaid, and the ſaid goods and chattels ſo being upon the ſaid demiſed premiſes, and the ſaid demiſe ſo being in full force as aforeſaid, the ſaid Elizabeth during the continuance of the ſaid demiſe, and juſt and immediately before the ten pounds ten ſhillings of the rent aforeſaid ſo became due and payable and in arrear to the ſaid Frances and James as aforeſaid, that is to ſay, on, &c. and in the night of the ſame day at Weſtminſter aforeſaid, did fraudulently convey and carry away the ſame goods and chattels and every part thereof off and from the ſaid demiſed premiſes, with intent to prevent and hinder the ſaid Frances and James from diſtraining the ſame for the ſum of ten pounds ten ſhillings of the rent aforeſaid, when the ſame ſhould become due and payable and in arrear to the ſaid Frances and James, and the ſaid goods and chattels ſo fraudulently conveyed and carried away off and from the ſaid demiſed premiſes with ſuch intent as aforeſaid, from the time of the ſo fraudulently conveying and carrying away the ſame as aforeſaid, hitherto hath kept and continued, and ſtill keeps and continues from and off the ſaid demiſed premiſes, to wit, at Weſtminſter aforeſaid, and the ſaid William, on the ſame day and year laſt-mentioned at Weſtminſter aforeſaid, did wilfully and knowingly aid and aſſiſt the ſaid Elizabeth in the ſaid fraudulent conveying and carrying away of the ſaid goods and chattels, and in the ſaid keeping and continuing of the ſaid goods and chattels ſo fraudulently conveyed and carried away off and from the ſaid demiſed premiſes as aforeſaid,

ſaid, with intent to prevent and hinder the ſame from being diſtrained by the ſaid Frances and James for the ſaid ten pounds ten ſhillings of the rent aforeſaid, when the ſame ſhould become due and payable and in arrear therein to the ſaid Frances and James, to wit, at Weſtminſter, contrary to the form, &c.; and the ſaid Frances and James aver, that the ſaid goods and chattels ſo fraudulently conveyed and carried away off and from the ſaid demiſed premiſes as aforeſaid, at the time of the conveying and carrying away the ſame off and from the ſaid demiſed premiſes, were of the value of twenty-five pounds, to wit, at Weſtminſter aforeſaid; whereby and by force of the ſaid ſtatute in that caſe made and provided an action hath accrued to the ſaid Frances and James to demand and have of and from the ſaid William fifty pounds, to wit, double the value of the ſaid goods and chattels ſo fraudulently conveyed and carried away off and from the ſaid demiſed premiſes as aforeſaid, parcel of the ſaid two hundred pounds above demanded.

There were three other Counts in the declaration, one of them charging the defendant with wilfully and maliciously *converting* the goods.

Michaelmas Term, 26. Geo. III.

Declaration on 4 Geo. 2. c. 28 at the ſuit of a landlord againſt his tenant for *double* rent, who held over after notice to quit given by himſelf.

CHESHIRE, to wit. Anthony Meckie complains of Thomas Anſdell being, &c. of a plea that he render to the ſaid Anthony the ſum of twenty pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from him, &c.; for that whereas the ſaid Anthony, on the firſt day of May, A. D. 1782, at Northwich, in the county of Chester aforeſaid, demiſed to the ſaid Thomas a certain meſſuage or tenement, with the appurtenances, of him the ſaid Anthony ſituate, lying, and being in the pariſh of Great Budworth, in the county of Chester aforeſaid, to have and to hold the ſame unto the ſaid Thomas from the feaſt of the nativity of St. John the Baptiſt then laſt paſt, for the ſpace of one whole year from thence next enſuing, and fully to be complete and ended; and ſo on from year to year for ſo long time as both the ſaid parties ſhould pleaſe, yielding and paying unto the ſaid Anthony for the ſame the yearly rent or ſum of ten pounds in every year; by virtue of which ſaid demiſe the ſaid Thomas afterwards, to wit, on, &c. at, &c. entered into the ſaid demiſed premiſes, with the appurtenances, and became and was poſſeſſed thereof for the ſaid time to him thereof demiſed as aforeſaid, the reverſion thereof with the appurtenances belonging to the ſaid Anthony: And the ſaid Anthony further ſays, that the ſaid Thomas being ſo poſſeſſed of the ſaid premiſes, with the appurtenances, and the reverſion thereof belonging to the ſaid Anthony as aforeſaid, he the ſaid Thomas afterwards, and whilſt he continued to hold the aforeſaid premiſes, with the appurtenances, as tenant thereof to the ſaid Anthony, under and by virtue of the aforeſaid demiſe, to wit, on, &c. at, &c. gave notice to the ſaid Anthony of his the ſaid Thomas's intention of quitting the ſaid premiſes on, &c.: And the ſaid Anthony further ſays, that the ſaid Thomas did not on, the

&c. deliver up the poſſeſſion of the ſaid demiſed premiſes, with the appurtenances, to the ſaid Anthony, according to his ſaid notice, but he to deliver up the ſame to the ſaid Anthony then and there wholly neglected and refuſed, and on the contrary thereof the ſaid Thomas continued in the poſſeſſion of the aforeſaid premiſes, with the appurtenances, from the ſaid firſt day of May, A. D. 1784, until and upon the firſt day of May, in the year of Our Lord 1785, being the ſpace of one whole year, by reaſon whereof and by force of the ſtatute in ſuch caſe made and provided an action hath accrued to the ſaid Anthony to demand and have of the ſaid Thomas the ſum of twenty pounds, being double the rent or ſum which the ſaid Thomas ſhould otherwiſe have paid to the ſaid Anthony for the aforeſaid premiſes during the ſaid time that he ſo continued to hold over the ſame, to wit, at Northwich; yet, &c. [Common concluſion in debt.]

The clauſe of the act for which double the rent is given, directing it to be ſued for in the ſame manner as the ſingle rent might have been, it ſhould ſeem that double rent would be recoverable upon a general *quantum ſuperviſit*. See the caſe of Dadley *v.* Drinkwater, tried at Guildhall, Dec. 1785. See Debt on Simple Contract, ante, and Aſſumpſit for Double Rent, Aſſumpſit by Landlord and Tenant, vol. 1. p.

LONDON, to wit. Plaintiffs, aſſignees of the debts, goods, and effects which were of H. Grubb a bankrupt, according to the form of the ſtatutes made and now in force concerning bankrupts, complain of defendant being, &c. of a plea that he render to them the ſaid plaintiffs three thouſand three hundred pounds of lawful, &c. which he owes to and unjuſtly detains from them, &c.; for that whereas the ſaid H. G. before and on the firſt day of January 1755, and from thence until the iſſuing of the commiſſion hereinafter mentioned, did uſe and exerciſe trade, and merchandize by way of bargaining, exchanging, bartering, and cheviſance, and during all that time fought his trade of living by buying and ſelling, to wit, at London aforeſaid, in the parish of, &c.; and the ſaid H. G. ſo uſing and exerciſing the trade of merchandize, and ſeeking his trade of living as aforeſaid, he the ſaid H. G. on, &c. at, &c. was indebted unto one F. G. in one hundred pounds and upwards of lawful money of Great Britain, and being ſo indebted and ſo uſing and exerciſing the trade of merchandize, and ſeeking his trade of living as aforeſaid, afterwards, to wit, on, &c. at, &c. became a bankrupt within the intent and meaning of the ſeveral ſtatutes made and then and yet in force concerning bankrupts, or ſome or one of them; and the ſaid H. G. ſo being and continuing a bankrupt afterwards, to wit, on, &c. in the twenty-ninth year of the reign of our lord the now king, at the petition of the ſaid F. G. who was then a creditor of the ſaid H. G. as aforeſaid, as well for himſelf as for all other the creditors of the ſaid H. G. made and exhibited in writing to the right honourable F. earl of H. then lord high chancellor of Great Britain, a certain commiſ-

Debt by aſſignees againſt defendant for concealing part of bankrupt's perſonal eſtate, viz. a promiſſory note which he had in truſt.

miſſion of our ſaid lord the now king ſealed with the great ſeal of Great Britain, and to the court of our lord the now king now here ſhewn, the date whereof is the ſame day and year laſt aforeſaid, in due manner iſſued out of his majeſty's high court of chancery (the ſaid court then and ſtill being held at Weſtminſter, in the county of Middleſex) againſt the ſaid H. G. directing to, &c. [naming the five commiſſioners]; whereby our ſaid lord the king did name, appoint, aſſign, conſtitute, and ordain them as ſpecial commiſſioners, thereby giving unto them full powers and authority, and unto any four or three of them, whereof the ſaid J. M. or J. L. were named, &c. to be one to proceed according to the ſtatutes then in force concerning bankrupts, not only concerning the ſaid bankrupt, his body, lands, tenements, freehold and cuſtomary, goods, debts, and other things whatſoever, but alſo concerning all other perſons who by concealment claim, or otherwiſe did or ſhould offend touching the premiſes or any part thereof, contrary to the true intent and meaning of the ſaid ſtatutes, and to do and execute all and every thing and things whatſoever, as well for and towards ſatisfaction and payment of the ſaid creditors as towards and for all other intents and purpoſes, according to the ordinance and proviſion of the ſame ſtatutes, willing and commanding the ſaid, &c. &c. four or three of them, whereof the ſaid J. M. and J. L. to be one to proceed to the execution and accompliſhment of that his majeſty's commiſſion, according to the true intent and meaning of the ſame ſtatutes, with all diligence and effect, as by the ſaid commiſſion more fully appears, and by force of the ſaid ſeveral ſtatutes the ſaid J. L. &c. &c. three of the ſaid commiſſioners named in the ſaid commiſſion, afterwards, to wit, on, &c. did in due form of law adjudge and declare the ſaid H. G. a bankrupt within the true intent and meaning of the ſtatutes made and then in force concerning bankrupts, ſome or one of them, that is to ſay, at L. aforeſaid, in, &c.: And the ſaid plaintiffs further ſay, that afterwards, to wit, on, &c. due notice was given and publiſhed in the London Gazette that a commiſſion of bankrupt was awarded and iſſued forth againſt the ſaid H. G. and that he was declared a bankrupt, to wit, at L. aforeſaid, in, &c. And the ſaid plaintiffs further ſay, that by a certain indenture made, &c. at, &c. between the ſaid J. L. &c. &c. three of the ſaid commiſſioners, named in the ſaid commiſſion, of the one part, and the ſaid plaintiffs of the other part, the one part of which ſaid indenture, ſealed with the ſeals of the ſaid J. L. &c. &c. the ſaid plaintiffs now bring here into court, the date whereof, &c. did order, bargain, ſell, aſſign, and ſet over unto the ſaid plaintiffs all and ſingular the houſehold goods, wares, &c. debt and debts, ſum and ſums of money, and all other the eſtate and effects whatſoever and wherſoever of and belonging to the ſaid H. G. in the hands, cuſtody, or power of the ſaid H. G. and of all and every other perſon and perſons whatſoever, to have and to hold the ſaid houſehold goods, &c. &c. of the ſaid H. G. thereby aſſigned or mentioned, or intended ſo to be, and every part and parcel thereof, to the ſaid plaintiffs, their executors, ad-

miniſtrators, and aſſigns, in truſt nevertheleſs to and for the uſe, benefit, and advantage as well of themſelves as of all ſuch other the creditors of the ſaid H. G. who had already ſought or who ſhould hereafter in due time come in and ſeek for relief by virtue of the ſaid commiſſion, according to the true intent and meaning of the ſeveral ſtatutes in that caſe made and provided, as by the ſaid indenture more fully appears: And the ſaid plaintiffs further ſay, that after the ſaid H. G. became a bankrupt as aforeſaid, and after the iſſuing forth of the ſaid commiſſion, and notice thereof given in the London Gazette as aforeſaid, and long before the expiration of forty-two days from the iſſuing forth of the ſaid commiſſion, and notice thereof given in the London Gazette as aforeſaid, that is to ſay, on, &c. A. D. 1755, at, &c the ſaid defendant did receive into his cuſtody upon truſt for the uſe and benefit of the ſaid H. G. the bankrupt, a certain promiſſory note bearing date the twenty-firſt day of, &c. and duly made and ſigned by H. G. the ſon of the ſaid H. G. the bankrupt, whereby the ſaid H. G. the ſon did promiſe to pay to one F. D. or order two hundred pounds, three months after date of the ſaid note, for value received, and alſo a certain other promiſſory note bearing date, &c. [as the other] which ſaid ſeveral promiſſory notes were then in full force, and of the value together of four hundred pounds of lawful, &c. and were then and there part of the perſonal eſtate of the ſaid H. G. the bankrupt, the ſaid R. D. to whom or to whoſe order the ſaid ſeveral ſums of money in the ſaid notes reſpectively contained were therein reſpectively expreſſed to be payable, being then and there a certain intereſt in part of the ſaid H. G. the bankrupt, and the value, contents, and property of the ſaid notes being then and there in the ſaid truly belonging to the ſaid H. G. the bankrupt, and the ſaid defendant then and there knowingly accepted of the truſt aforeſaid for the uſe and benefit of the ſaid bankrupt; yet the ſaid defendant not regarding the ſaid ſtatute in ſuch caſe lately made and provided, nor fearing the penalties therein contained, did wilfully conceal the ſaid promiſſory notes and the truſt aforeſaid from the creditors of the ſaid H. G. the bankrupt, and did not within forty-two days next after the iſſuing forth of the ſaid commiſſion againſt the ſaid H. G. the bankrupt, and notice thereof given in the London Gazette as aforeſaid, diſcover or diſcloſe the ſaid promiſſory notes, or either of them, or the truſt aforeſaid in writing or otherwiſe, to any one or more of the commiſſioners named in the ſaid commiſſion, nor to the ſaid plaintiffs, nor to any of them, but wholly omitted ſo to do, to wit, at, &c. contrary to the form of the ſaid ſtatute; by reaſon whereof and by force of the ſaid ſtatute the ſaid defendant hath forfeited for his ſaid offence the ſum of nine hundred pounds, to wit, one hundred pounds and double the value of the ſaid promiſſory notes ſo concealed as aforeſaid, to and for the uſe and benefit of the creditors of the ſaid H. G. the bankrupt, whereby and by force of the ſaid ſtatute an action hath accrued, &c. &c.: And the ſaid plaintiffs further ſay, that after the ſaid H. G. became a bankrupt as aforeſaid, and after the iſſuing forth of 2d Count

the ſaid commiſſion, and notice thereof given in the London Gazette, &c. to wit, on, &c. at, &c. did receive into his cuſtody upon truſt for the uſe and benefit of the ſaid H. G. the bankrupt, two other promiſſory notes duly made and ſigned by the ſaid H. G. the ſon, for the payment of other large ſums of money at certain times in the ſaid notes reſpectively mentioned, which ſaid laſt two notes were then and there in full force, and of the value of other four hundred pounds of like lawful, &c. and were then and there part of the perſonal eſtate of the ſaid H. G. the bankrupt, and the ſaid defendant did then there accept the ſaid laſt-mentioned truſt for the uſe and benefit of the ſaid bankrupt; yet the ſaid defendant not regarding, &c. but fearing, &c. did craftily procure the ſaid two laſt-mentioned notes, and the truſt laſt aforeſaid, from the creditors of the ſaid H. G. and did not within forty-two days, &c. [as in firſt Count]: [2d Count, as before for the firſt note, ſetting it forth as in the firſt Count, and that the defendant did then and there wrongfully accept of the truſt aforeſaid for the uſe and benefit of the ſaid bankrupt; then proceed, for wilfully concealing the ſaid laſt-mentioned note, and the ſaid laſt mentioned truſt, &c. 4th Count, as in the laſt preceding one for the ſecond note inſtead of the firſt. 5th Count, did receive into his cuſtody upon truſt for the uſe and benefit of the ſaid bankrupt a certain other promiſſory note duly made and ſigned by the ſaid H. G. the ſon, for the payment of another large ſum of money, to wit, the ſum of two hundred pounds, at a certain time therein mentioned, which ſaid laſt-mentioned note was then and there in full force, and of the value of other two hundred pounds of lawful, &c. and were then and there part of the perſonal, &c.; and to it the ſaid defendant not fearing, &c. did wilfully conceal the ſaid laſt-mentioned note and the truſt aforeſaid.]

Hilary Term, 18. Geo. III.

Declaration at the ſuit of the landlord againſt his tenant for double rent, for holding the premiſes after notice to quit duly given by the landlord.

MIDDLESEX, to wit. Thomas Pett the younger complains of Philip Bendall being, &c. of a plea that he render to him ſix pounds thirteen ſhillings and four pence, which he owes to and unjuſtly detains from him for this, to wit; that whereas the ſaid Philip, on the firſt day of April, in the year of Our Lord 1777, held and enjoyed a certain meſſuage or cottage and ſhop, with the appurtenances, ſituate, lying, and being at Stanwell, in the county of Middleſex, as tenant thereof to the ſaid Thomas under and by virtue of a certain demiſe thereof to him before that time made by the ſaid Thomas for a term of years then determinable and ſince determined, to wit, at the feaſt of Saint Michael the Archangel according to the old ſtile, in the ſaid year of Our Lord 1777, the ſame being the fifth day of October in the ſame year, at the yearly rent of ten pounds payable by the ſaid Philip to the ſaid Thomas for the ſame, and the ſaid Philip ſo holding and enjoying the ſaid meſſuage or cottage and ſhop, with the appurtenances, of the ſaid Thomas by virtue of the ſaid demiſe, and the reverſion

of

of the ſaid meſſuage or cottage and ſhop, with the appurtenances, belonging to the ſaid Thomas as the landlord thereof, he the ſaid Thomas during the continuance of the ſaid demiſe, that is to ſay, on the 30th day of April, in the ſaid year of Our Lord 1777, at Stanwell aforeſaid, in the county aforeſaid, did demand of the ſaid Philip poſſeſſion, and thereupon he gave notice in writing to the ſaid Philip for delivering the poſſeſſion of the ſaid meſſuage or cottage and ſhop, with the appurtenances, to the ſaid Thomas at the end and determination of that term, to wit, at the feaſt of Saint Michael the Archangel according to the old ſtile, in the year aforeſaid, the ſame being the feaſt of October in the ſame year; nevertheleſs the ſaid Philip not regarding the ſtatute in ſuch caſe lately made and provided, nor intending the penalty therein contained, after demand and notice in writing given as aforeſaid for delivering poſſeſſion of the ſaid meſſuage or cottage and ſhop, with the appurtenances as aforeſaid to the ſaid Thomas at the end of the ſaid term, did not deliver the poſſeſſion of the ſaid meſſuage or cottage and ſhop, with the appurtenances, to the ſaid Thomas, according to the ſaid demand and notice in writing, but altogether neglected and refuſed ſo to do, and wilfully held over the ſaid meſſuage or cottage and ſhop, with the appurtenances, for a long ſpace of time after the ſaid feaſt day of St Michael the Archangel according to the old ſtile, in the ſaid year of Our Lord 1777, to wit, the ſaid 30th day of October, in the ſame year as aforeſaid, that is to ſay, for the ſpace of two months then next following, and ſo, thereby during all that time kept the ſaid Thomas, the being the lawful owner of the ſaid demiſed premiſes as aforeſaid, out of the poſſeſſion; and the ſaid Thomas doth aver, that the ſaid demiſed premiſes ſo held over and from the poſſeſſion whereof the ſaid Thomas was ſo kept out by the ſaid Philip as aforeſaid, at the time of the holding over of the ſame, were of great yearly value, to wit, of the yearly value of ten pounds, by reaſon of which premiſes and by force of the ſtatute in ſuch caſe made and provided an action hath accrued to the ſaid Thomas to demand and have of the ſaid Philip the ſum of three pounds ſix ſhillings and eight pence of lawful money of Great Britain, parcel of the ſaid ſum of ſix pounds thirteen ſhillings and four pence above demanded, that is to ſay, at the rate of double the yearly value of the ſaid demiſed premiſes, with the appurtenances, during the time for which the ſaid Philip ſo held over and kept the ſaid Thomas out of the poſſeſſion thereof as aforeſaid: And whereas alſo the ſaid Philip, on the firſt day of April, in the ſaid year of Our Lord 1777, held and enjoyed a certain other meſſuage or cottage and ſhop, with the appurtenances, ſituate, lying, and being at Stanwell aforeſaid, in the ſaid county of Middleſex, as tenant thereof to the ſaid Thomas under and by virtue of a certain demiſe thereof to him before that time made by the ſaid Thomas for a term of years then determinable and ſince determined, to wit, at the feaſt of Saint Michael the Archangel, in the year of Our Lord 1777, according to the preſent ſtile, the

ſame being the twenty-ninth day of September in the ſame year, at the yearly rent of ten pounds payable by the ſaid Philip to the ſaid Thomas for the ſame, and the ſaid Philip ſo holding and enjoying the ſaid laſt-mentioned meſſuage or cottage and ſhop, with the appurtenances, of the ſaid Thomas by virtue of the ſaid laſt-mentioned demiſe and reverſion of the ſaid laſt-mentioned meſſuage or cottage and ſhop, with the appurtenances, belonging to the ſaid Thomas as landlord thereof, he the ſaid Thomas during the continuance of the ſaid laſt-mentioned demiſe, that is to ſay, on the ſaid fifth day of April, in the ſaid year of Our Lord 1777, at Stanwell aforeſaid, in the ſaid county, did demand of the ſaid Philip to deliver, and then and there gave notice in writing to the ſaid Philip for delivering the poſſeſſion of the ſaid laſt-mentioned meſſuage or cottage and ſhop, with the appurtenances, unto the ſaid Thomas at the end and determination of the ſaid laſt-mentioned term, to wit, at the feaſt of Saint Michael the Archangel according to the preſent ſtile, in the year of Our Lord 1777, the ſame being the twenty-ninth day of September in the ſame year; nevertheleſs the ſaid Philip not regarding the ſtatute in ſuch caſe made and provided, nor fearing the penalty therein contained, after demand and notice in writing given as laſt aforeſaid for delivering poſſeſſion of the ſaid laſt-mentioned meſſuage or cottage and ſhop, with the appurtenances as laſt aforeſaid, to the ſaid Thomas at the end of the ſaid laſt-mentioned term, did not deliver the poſſeſſion of the ſaid laſt mentioned meſſuage or cottage and ſhop, with the the appurtenances, to the ſaid Thomas, according to the ſaid laſt-mentioned demand and notice in writing, but altogether refuſed and neglected ſo to do, and wilfully held over the ſaid laſt-mentioned meſſuage or cottage and ſhop, with the appurtenances, for a long ſpace of time after the ſaid feaſt of Saint Michael the Archangel according to the preſent ſtile, in the ſaid year of Our Lord 1777, to wit, the ſame ſo being the twenty-ninth day of September in the ſame year as aforeſaid, that is to ſay, for the ſpace of two months then next following, and did thereby during all the ſaid laſt mentioned time keep the ſaid Thomas, ſo being landlord of the ſaid laſt-mentioned premiſes as aforeſaid, out of the poſſeſſion thereof; and the ſaid Thomas doth aver, that the ſaid laſt-mentioned demiſed premiſes ſo held over and from the poſſeſſion, whereof the ſaid Thomas was ſo kept out by the ſaid Philip as laſt aforeſaid at the time of the holding over the ſame were of great yearly value, to wit, of the yearly value of ten pounds, by reaſon of which ſaid laſt-mentioned premiſes and by force of the ſtatute in that caſe made and provided an action hath, &c. to demand and have of the ſaid Philip the further ſum of three pounds ſix ſhillings and eightpence of lawful money of Great Britain, reſidue of the ſaid ſum of ſix pounds thirteen ſhillings and fourpence above demanded, that is to ſay, at the rate of double the yearly value of the ſaid laſt-mentioned demiſed premiſes, with the appurtenances, during the term for which the ſaid Philip ſo held over and kept the ſaid Thomas

mas out of the poſſeſſion thereof as laſt aforeſaid; yet, &c. [Common concluſion in debt.] [Plea, *nil debet*, with notice of ſet off.

W. LAMBE.

Eaſter Term, 16. Geo. III.

Declaration for double rent, at the ſuit of landlord againſt tenant.

SUSSEX, to wit. William Newham complains of Sarah Cheſle, widow, being, &c. of a plea that ſhe render to him nine pounds ten ſhillings of lawful, &c which ſh. owes to and unjuſtly detains from him, &c.; for that whereas the ſaid William on, &c. at, &c. in, &c. demiſed to the ſaid Sarah certain premiſes, to wit, a houſe, barn, ſtable, &c. &c. and divers, to wit, eighteen acres of land, with the appurtenances, ſituate, lying, and being at, &c. in, &c. to have and to hold the ſaid premiſes, with the appurtenances, to the ſaid Sarah from thenceforth for and during the ſpace of one whole year from thence next enſuing and fully to be complete and ended, yielding and paying to the ſaid William for the ſame nine pounds ten ſhillings, by equal portions half yearly, to wit, on, &c. by virtue of which ſaid demiſe ſhe the ſaid Sarah afterwards, to wit. on, &c. entered into the ſaid demiſed premiſes, with the appurtenances, and was poſſeſſed thereof for and during the ſaid term ſo demiſed as aforeſaid, the reverſion thereof, with the appurtenances, belonging to the ſaid William: And the ſaid William further ſays, that he the ſaid William, after the making of the ſaid demiſe, and during the continuance thereof, to wit, on, &c. the ſaid Sarah then being in the poſſeſſion of the ſaid demiſed premiſes by virtue of the ſaid demiſe, and the reverſion thereof belonging to the ſaid William as aforeſaid, at, &c. made a demand and gave notice in writing to the ſaid Sarah for delivering up the poſſeſſion of the ſaid demiſed premiſes, with the appurtenances, on, &c. then next following: And the ſaid William further ſays, that he the ſaid William afterwards, to wit, on, &c. then next following, demanded of the ſaid Sarah, that ſhe the ſaid Sarah would deliver up the poſſeſſion of the ſaid demiſed premiſes, with the appurtenances, to the ſaid William, according to the ſaid notice; nevertheleſs the ſaid Sarah did not then and there deliver up the poſſeſſion of the ſaid demiſed premiſes, with the appurtenances, to the ſaid William, but to deliver up the ſame to the ſaid William the ſaid Sarah altogether neglected and refuſed, and wilfully held over the ſaid demiſed premiſes, with the appurtenances, from the ſaid William for a long ſpace of time, to wit, until the fifth day of, &c. then next following; and the ſaid William doth aver, that the ſaid demiſed premiſes at the time of holding over the ſame were of the yearly value of nine pounds ten ſhillings, and by reaſon of ſuch withholding and holding over the ſaid demiſed premiſes, with the appurtenances, from the ſaid William and by force of the ſtatute in ſuch caſe made and provided an action hath, &c. the ſaid nine pounds ten ſhillings above demanded,

manded, to wit, at the rate of double the yearly value of the ſaid demiſed premiſes, with the appurtenances, during the time in which the ſaid Sarah ſo held over the ſame with the appurtenances; yet, &c. (Common concluſion in debt.)

Drawn by MR. WARREN.

Hilary Term, 24. Geo. III.

Declaration on 6 Geo. 1. c. 18. againſt two defendants for *underwriting* a policy as partners, upon which policy the plaintiff brought an action in conſequence of a total loſs, and the defendants having paid the premiums into court, nonſuited the plaintiff at the trial) for treble damages, being treble the difference between the premium and ſubſcription.

LONDON, to wit. John Chandler complains of William Smith and Nicholas Tipper Smith being, &c. of a plea that they render to the ſaid John the ſum of four hundred and twelve pounds four ſhillings of lawful money of Great Britain, which they owe to and unjuſtly detain, &c. for that whereas by a certain act made at the parliament of our ſovereign lord George the Firſt, late king of Great Britain, &c. holden at Weſtminſter, in the county of Middleſex, in the ſixth year of his reign, and intitled, "An Act for better ſecuring certain Powers and Privileges intended to be granted by his Majeſty, by two Charters, for Aſſurance of Ships and Merchandizes at Sea, and for lending Money upon Bottomry, and for reſtraining ſeveral extravagant and unwarrantable Practices therein mentioned," it was and is, amongſt other things, enacted, that it ſhould and might be lawful to and for his majeſty, that is to ſay, for our ſaid late ſovereign lord king George the Firſt, by one charter or indenture under the great ſeal of Great Britain, to declare and grant that ſuch and ſo many perſons who ſhould be named therein, and of whoſe abilities and fitneſs his majeſty ſhould thereby declare himſelf to be well ſatisfied, and all and every ſuch perſon or perſons as thereafter from time to time ſhould be duly admitted as members into their corporation, [illegible] and ſeparate body, politic and corporate, for the aſſurance of ſhips, goods, and merchandizes at ſea, or going to ſea, and for lending money upon bottomry, by ſuch name as his majeſty ſhould think moſt proper; and that it ſhould and might be lawful to and for his majeſty by another charter or indenture, under the great ſeal of Great Britain, to declare and grant that ſuch and ſo many other perſons, who ſhould be named therein, and of whoſe abilities and fitneſs his majeſty ſhould thereby declare himſelf to be well ſatisfied, and all and every ſuch other perſon and perſons as thereafter from time to time ſhould be duly admitted as members into their corporation, ſhould be one other diſtinct and ſeparate body, politic and corporate, for aſſurance of ſhips, goods, and merchandizes at ſea, or going to ſea, and for lending money upon bottomry, by ſuch name as his majeſty alſo ſhould think moſt proper; and that from and after the granting or making of the ſaid reſpective charters or indentures for erecting the two corporations before mentioned, and paſſing the ſame under the great ſeal for and during the continuance of the ſame corporations reſpectively, or either of them, all other corporations or bodies politic before that time erected or eſtabliſhed, whether ſuch corporations or bodies politic or any of them ſhould

be ſole or aggregate, and all ſuch ſocieties and partnerſhips as then were or thereafter ſhould or might be entered into for aſſuring ſhips or merchandizes, or for lending money upon bottomry, ſhould by force and virtue of that act be reſtrained from granting, ſigning, and underwriting any policy or policies of aſſurance, or making any contracts for aſſurance of or upon any ſhip or ſhips, goods, or merchandizes at ſea, or going to ſea, and from lending any monies by way of bottomry as aforeſaid, and that if any corporation, or body politic, or perſons acting in ſuch ſociety or partnerſhip (other than the two corporations intended to be eſtabliſhed by that act, or one of them) ſhould preſume to grant, ſign, or underwrite, after the twenty fourth day of June 1720, any ſuch policy or policies, or make any ſuch contract or contracts for aſſurance of or upon any ſuch ſhip or ſhips, goods, or merchandizes at ſea, or going to ſea, or take or agree to take any premium or other reward for ſuch policy or policies, every ſuch policy and policies of aſſurance of or upon any ſuch ſhip or ſhips, goods, or merchandizes ſhould be *ipſo facto* void: And that if any merchant or trader at any time after the ſaid twenty-fourth day of June 1720 ſhould ſuffer any particular damage in his, her, or their trade, commerce, or other lawful affairs, by occaſion or means of any undertaking or attempt, matter, or thing by that act declared to be unlawful as aforeſaid, and would ſue to be relieved thereon, that then and in every ſuch caſe ſuch merchant or trader ſhould and might have his and their remedy for the ſame, by an action or actions to be granted upon that ſtatute, againſt the perſons, ſocieties, or partnerſhips, or any of them who, contrary to that act, ſhould be engaged or intereſted in any ſuch unlawful undertaking or attempt, that every ſuch action and actions ſhould be heard and determined in any of his majeſty's courts of record aforeſaid, wherein no eſſoign, protection, wager of law, or more than one imparlance ſhould be granted or allowed; and that in every ſuch action the plaintiff ſhould or might recover treble damages, with full coſts of ſuit, as by the ſaid act of parliament relation being thereunto had will, amongſt other things, more fully and at large appear: And the ſaid John in fact ſaith, that after the making of the ſaid act of parliament, to wit, on, &c. in the ſixth year aforeſaid, his ſaid late majeſty king George the Firſt in purſuance thereof was graciouſly pleaſed to erect and eſtabliſh, and did accordingly by his ſaid ſeveral charters of incorporation under the great ſeal of Great Britain, bearing date the day and year laſt aforeſaid, erect and eſtabliſh two ſeveral and diſtinct corporations for the purpoſes in the ſaid act mentioned, that is to ſay, one of the ſaid corporations by the name and title of Royal Exchange Aſſurance, and the other of the ſaid corporations by the name and title of the London Aſſurance; and the ſaid two ſeveral corporations ſo created and eſtabliſhed as aforeſaid have from thence hitherto continued and ſtill continue, to wit, at London aforeſaid, in the pariſh and ward aforeſaid: And the ſaid plaintiff in fact further ſaith, that before and at the ſeveral and reſpective

times

times hereinafter mentioned, he the ſaid plaintiff was and from thence hitherto hath been and ſtill is a merchant and trader, to wit, at London aforeſaid, in the pariſh and ward aforeſaid; and as ſuch merchant and trader he the ſaid plaintiff, before the making of the writing or policy of aſſurance hereafter mentioned, to wit, on, &c. was lawfully poſſeſſed of a certain ſhip or veſſel called the Betſey of Eling, of a large value, as of his own proper ſhip or veſſel, and which ſaid ſhip or veſſel was then lying and being at W. in the kingdom of Ireland, and bound on a voyage from thence to London; and the ſaid plaintiff at the time of making the writing or policy of aſſurance as hereinafter mentioned, was deſirous of inſuring the ſaid ſhip or veſſel for the ſaid voyage; and thereupon he the ſaid plaintiff afterwards, to wit, on, &c. at, &c. according to the uſage and cuſtom of merchants, cauſed and procured to be made a certain writing or policy of aſſurance, purporting thereby and containing therein that the ſaid plaintiff by the name of John Chandler, as well in his own name as for and in the name and names of all and every other perſon or perſons to whom the ſame did, might, or ſhould appertain in part, or in all, did make aſſurance and cauſe himſelf and them, and every of them to be inſured, loſt, or not loſt, at and from Waterford to London upon any kind of goods and merchandizes, and alſo upon the body, tackle, apparel, ordnance, ammunition, artillery, boat, and other furniture of and in the good ſhip or veſſel called the Betſey of Eling, whereof was maſter, under God, for that voyage, A. B. or whoſoever elſe ſhould go for maſter in the ſaid ſhip, or by whatſoever other name or names the ſaid ſhip or the maſter thereof was or ſhould be named or called; beginning the adventure upon the ſaid goods and merchandizes from the loading thereof aboard the ſaid ſhip upon the ſaid ſhip, and ſo ſhould continue during her abode there upon the ſaid ſhip, &c. and further until the ſaid ſhip with all her ordnance, &c. &c. and goods and merchandizes whatſoever ſhould be arrived at London upon the ſaid ſhip, &c. until ſhe had moored at anchor twenty-four hours in good ſafety, and upon the goods and merchandizes until the ſame ſhould be there diſcharged and ſafely landed; and that it ſhould be lawful for the ſaid ſhip, &c. in that voyage to proceed and ſail to and touch at any port or places whatſoever, without prejudice to that inſurance, the ſaid ſhip, &c. goods and merchandizes, &c. for ſo much as concerned the aſſureds by agreement between the aſſureds and aſſures in that policy were and ſhould be valued at, touching the adventures and perils which they the aſſurers were contented to bear, and did take upon them in that voyage, they were of the ſeas, men of war, &c. and of all other perils, loſſes, and misfortunes that had or ſhould come to the hurt, detriment, or damage of the ſaid goods, merchandizes, and ſhip, &c. or any part thereof; and that in caſe of any loſs or misfortune, it ſhould be lawful for the aſſureds, their factors, ſervants, and aſſigns to ſue, labour, and travel for, in, and about the defence, ſafeguard, and recovery of the ſaid goods, merchandizes, and ſhip, &c. or any part thereof,

Policy of aſſurance.

thereof, without prejudice to that insurance, to the charges whereof they the assurers would contribute each one according to the rate and quantity of his sum therein insured; and it was agreed by them the insurers, that the writing or policy of insurance should be of as much force and effect as the surest writing or policy of insurance theretofore made in Lombard-street, or in the Royal Exchange, or elsewhere in London; and so they the assurers were contented, and did thereby promise and bind themselves, each one for his own part, their heirs, executors, and goods to the assureds, their executors, administrators, and assigns for the true performance of the premises, confessing themselves paid the consideration due unto them for that insurance at and after the rate of eight pounds *per cent.* to return as customary, if she should sail and arrive with convoy, as by the said writing or policy of assurance more fully appears; under which said writing or policy of assurance a certain memorandum was then and there written, whereby corn, fish, salt, fruit, flour, and seed were warranted free from average, unless general, or that the ship should be stranded; sugar, tobacco, hemp, flax, hides, and skins, were warranted free from average under five pounds *per cent.* and all other goods, and the ship and freight were warranted free of average under three pounds *per cent.* unless general, or the ship should be stranded; and also a certain other memorandum was then and there written, whereby the said insurance was declared to be on the ship, of which said writing or policy of insurance and memorandums so made as aforesaid, the said defendants, who before and at the several respective times hereinafter mentioned had entered into and were persons acting in partnership for assuring ships and merchandizes at sea, contrary to the true intent and meaning of the said act of parliament, had notice: And thereupon afterwards, to wit, on, &c. at, &c. in, &c. in consideration that the said J. C. at the special instance and request of the said defendant, had then and there paid to the said defendants the sum of twelve pounds, as a premium or reward for the assurance of one hundred and fifty pounds upon the said ship, and the body, tackle, &c. &c. and other furniture of and in the said ship in the said writing or policy of assurance mentioned, and had then and there undertaken and faithfully promised the said defendants to perform and fulfil every thing in the said writing or policy of assurance contained on the part and behalf of the assured to be performed and fulfilled, they the said defendants undertook, and to the said plaintiff then and there faithfully promised that they the said defendants would become assurers to the said plaintiff of the said sum of one hundred and fifty pounds upon the said ship, and the body, &c. &c. and other furniture of and in the said ship, in the said writing or policy of assurance mentioned, and would perform and fulfil every thing in the said writing or policy of assurance contained on their parts and behalf to be performed and fulfilled as such assurers as to the said one hundred and fifty pounds; and the said defendants then and there presumed to sign and underwrite the said writing or policy of assurance

aſſurance as aſſurers of the ſaid one hundred and fifty pounds as aforeſaid, contrary to the tenor and effect, true intent and meaning of the ſaid act of parliament: And the ſaid plaintiff in fact further ſaith, that before the making of the ſaid writing or policy of aſſurance, to wit, on, &c. the ſaid ſhip or veſſel therein mentioned was in ſafety, to wit, at, &c. and that the ſaid John until and at the time of the capture thereof hereinafter mentioned was intereſted in the ſaid ſhip, and in the body, &c. &c. and other furniture of and in the ſaid ſhip, in the ſaid writing or policy of aſſurance mentioned, to a large value, that is to ſay, to the value of all the monies by him ever inſured; and that the ſaid aſſurance ſo made as aforeſaid was ſo made for the ſaid plaintiff on his account, and for his own uſe and benefit, to wit, at, &c.: And the ſaid plaintiff in fact further ſaith, that afterwards, to wit, on, &c. the ſaid ſhip with divers goods and merchandizes loaden on board her as aforeſaid departed and ſet ſail from W. aforeſaid, on her ſaid intended voyage towards London aforeſaid, and that afterwards and before the arrival of the ſaid ſhip at L. aforeſaid, to wit, on, &c. the ſaid ſhip was on the high ſeas with force and arms, and in an hoſtile manner attacked, conquered, carried, and taken away as a prize by certain enemies of our lord the now king, and of his crown of Great Britain, to wit, by certain ſubjects of the French king, being then at enmity and in open war with our ſaid lord the king, and thereby the ſaid ſhip with all the tackle, &c. &c. and other furniture thereof, became and was totally loſt to the ſaid plaintiff, to wit, at, &c. of all which ſaid ſeveral premiſes the ſaid defendants afterwards, to wit, on, &c. at, &c. had notice; and were then and there required by the ſaid plaintiff to pay to him the ſaid one hundred and fifty pounds ſo aſſured as aforeſaid, and which ſaid one hundred and fifty pounds the ſaid defendants ought to have paid according to the form and effect of their ſaid promiſe and undertaking ſo made as aforeſaid; but the ſaid ſum of one hundred and fifty pounds being wholly unpaid to the ſaid plaintiff, and the ſaid promiſe and undertaking of the ſaid defendants being wholly unperformed, he the ſaid plaintiff for the recovery of his damages by him ſuſtained on occaſion of not performing of their ſaid promiſe and undertaking, and alſo of certain other promiſes and undertakings by them made to the ſaid plaintiff afterwards, to wit, in Eaſter term, in the twenty-third year of the reign of our lord the now king, in the court of our ſaid lord the king, before the king himſelf here, the court then and ſtill being holden at Weſtminſter, in the county of Middleſex, impleaded the ſaid defendants in a certain plea of treſpaſs on the caſe upon promiſes, to the damage of him ſaid plaintiff of two hundred pounds; and ſuch proceedings were thereupon had in the ſaid plea in the ſaid court of our ſaid lord the king, before the king himſelf here, that afterwards, to wit, on Monday the firſt day of December, in the twenty-third year aforeſaid, a certain iſſue joined in the ſaid plea between the ſaid plaintiff and the ſaid defendants came on to be and was tried at the Guildhall of the city of London, before Francis Buller, eſquire, then and

ſtill

ſtill being one of his majeſty's juſtices aſſigned to hold pleas before the king himſelf, according to the form of the ſtatute in ſuch caſe made and provided; whereupon the ſaid defendants taking advantage and availing themſelves on the ſaid trial of their being perſons acting in partnerſhip at the time of ſigning and underwriting the writings or policy of aſſurance as aforeſaid, the ſaid writing or policy of aſſurance was then and there declared and found to be void by the ſaid Francis Buller, eſquire, and the jury then and there appointed to try the ſaid iſſue; and thereby the ſaid plaintiff inſtead of recovering in the event of the ſaid trial the ſaid ſum of one hundred and fifty pounds ſo by him aſſured as aforeſaid, could and did only recover in that event the ſaid ſum of twelve guineas, being the amount of the premium ſo by him paid to the ſaid defendants as aforeſaid; by means of which ſeveral premiſes he the ſaid plaintiff hath ſuffered a particular damage to a large amount, to wit, to the amount of the ſum of one hundred and thirty-ſeven pounds eight ſhillings, being the deficiency or difference between the ſaid ſum of one hundred and fifty pounds ſo by him aſſured as aforeſaid, and the ſaid ſum of twelve guineas ſo recovered as aforeſaid, and thereby and by force of the ſaid act of parliament an action hath accrued to the ſaid plaintiff to demand and have of and from the ſaid defendants the ſaid ſum of four hundred and twelve pounds four ſhillings above demanded, being treble the amount of the ſaid damage ſo ſuffered by the ſaid plaintiff as aforeſaid; yet the ſaid defendants, although often requeſted, have not nor hath either of them as yet paid the ſaid ſum of four hundred and twelve pounds four ſhillings above demanded or any part thereof to the ſaid plaintiff; but to pay the ſame or any part thereof to the ſaid plaintiff, they the ſaid defendants have and each of them hath hitherto wholly refuſed, and ſtill each of them doth wholly refuſe, to the damage of the ſaid plaintiff of twenty pounds; and therefore he brings ſuit, &c.

Declaration on 31. Chr. 2. c. 2. againſt a gaoler for refuſing the plaintiff a copy of his commitment.

LONDON, to wit. John Kirby, deputy keeper of Wood-ſtreet compter, London, was ſummoned to anſwer William Milbourn of a plea that he render to him one hundred pounds of lawful, &c. which he owes to and unjuſtly detains from him, &c.; and whereupon the ſaid plaintiff, by his attorney, ſaith, that after the firſt day of July, which was A. D. 1679, he the ſaid plaintiff in vacation time, and out of term, to wit, on the twenty-ſeventh day of April, in the fourth year of the reign of our preſent moſt gracious ſovereign lord George the Third, at London, to wit, in the pariſh aforeſaid, was taken and detained in the priſon of Wood-ſtreet compter, London, by the ſaid defendant, without any warrant for treaſon or felony expreſſed in the ſame, he the ſaid defendant then and yet being duly appointed deputy keeper of Wood-ſtreet compter aforeſaid, and as ſuch having the priſoners therein being under his cuſtody, care, and charge: And whereas afterwards, to wit, on the twenty-eighth day of the ſame month of April, in the ſaid fourth year of the reign of our preſent moſt gracious

gracious ſovereign lord the now king at London aforeſaid, to wit, in the pariſh of St. Mary le-bow, in the ward of Cheap, he the ſaid plaintiff demanded of the ſaid defendant, deputy keeper aforeſaid, by a demand in writing, he the ſaid plaintiff's own proper hand and name being thereto ſet and ſubſcribed, a true copy of the warrant of commitment, and detainer of the ſaid plaintiff touching his being a confined priſoner, and kept and detained under the cuſtody and power of the ſaid defendant as deputy keeper of Wood-ſtreet compter aforeſaid; nevertheleſs the ſaid defendant not regarding the duty of his office as deputy keeper aforeſaid, nor the laws or ſtatutes of this kingdom, nor the pains and penalties therein contained, although often requeſted, within the ſpace of ſix hours next after the ſaid demand ſo made in writing by the ſaid plaintiff as aforeſaid, did not deliver a copy of the warrant of commitment and detainer of the ſaid plaintiff in the cuſtody of him the ſaid defendant, as by the within notice and demand in writing as aforeſaid he the ſaid defendant was requeſted to do, in conformity to the declaration of an act of parliament for that purpoſe made; but he the ſaid defendant wholly and abſolutely neglected, refuſed, and omitted to deliver the ſame to him the ſaid plaintiff, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſaid ſtatute in ſuch caſe made and provided, the ſaid defendant forfeited the ſum of one hundred pounds of lawful, &c. and by virtue of the ſame ſtatute an action hath accrued to the ſaid plaintiff, being the party aggrieved, to demand and have of the ſaid defendant as deputy keeper aforeſaid, the ſum of one hundred pounds of lawful, &c. Common concluſion.

Declaration on 25. Eliz. c. 5. againſt an attorney for *fraudulently* executing a colluſive *judgment*, for the value of the goods levied under it, at ſuit of the king and the party grieved.

MIDDLESEX, to wit. John Britton and Benjamin Teaſdale, one, &c. preſent, &c. of a plea that he render to our ſaid lord the king, and the ſaid John Britton who ſues as well, &c. in this behalf, ſeventy-eight pounds four ſhillings and elevenpence, which he owes to and unjuſtly detains from our ſaid lord the king and the ſaid John Britton who ſues as aforeſaid; for that whereas the ſaid John Britton heretofore, that is to ſay, in the term of St. Hilary, in the twenty-fourth year of the reign of our ſaid lord the king, before J. W. knight, and his brethren, juſtices of his majeſty's court of common bench here, to wit, at Weſtminſter, in the county of Middleſex, by the judgment of that court recovered againſt James Barrow, by the name, &c. as well a certain debt of three hundred pounds, as ſixty ſhillings for his damages which he had ſuſtained on the occaſion of the detaining that debt, whereof the ſaid J. B. is convicted, as by the record and proceedings thereof, &c.: And whereas the ſaid J. B. at the time of the rendering that judgment, and afterwards was poſſeſſed of divers goods and chattles, to wit, &c. [here follows a long ſchedule of goods of the value of ſeventy-eight pounds four ſhillings and elevenpence] of his own proper goods and chattels, to wit, at Weſtminſter, &c. which

which were ſubject and liable to the execution of the ſaid judgment of the ſaid J. B. and upon which goods and chattels he the ſaid J. B. could have had execution on that judgment, and afterwards in this ſame term of Eaſter in the twenty-fourth year, &c. being, &c. to wit, at Weſtminſter, &c. one Richard Price, by the judgment of the ſame court, recovered againſt the ſaid James Barrow as well a certain debt of two hundred pounds, as ſixty three ſhillings for his damages which he had ſuſtained as well on the occaſion of detaining that debt, as for his coſts and charges by him about his ſuit on that behalf expended, whereof the ſaid James Burrow is convicted, as by the record, &c. which ſaid judgment laſt-mentioned ſo as aforeſaid had, was then and there deviſed and contrived of malice, fraud, covin, and colluſion between the ſaid Richard Pearce and the ſaid James Barrow; and the ſaid Benjamin Teaſdale to the end, purpoſe, and intent to delay, hinder, and defraud the ſaid John Britton of his ſaid juſt and lawful debt or damages, and to the let and hindrance of the due courſe and execution of law and juſtice; and the ſaid Benjamin Teaſdale being privy and knowing of ſuch feigned covenous and fraudulent judgment, on the twenty-ſixth day of April, in the year of Our Lord 1751, at Weſtminſter aforeſaid, willingly and wittingly did put in uſe the ſaid judgment as true and ſimple, and had *bonâ fide* upon good conſideration, contrary to the form, &c. by reaſon whereof and force of the ſaid ſtatute an action accrued to our ſaid lord the king, and the ſaid J. B. the party grieved in this caſe, who ſues as well for our ſaid lord the king as for himſelf in this behalf, to demand and have of the ſaid Benjamin Teaſdale the ſaid ſeventy-eight pounds four ſhillings and elevenpence, to wit, the value of the ſaid goods and chattels ſo as aforeſaid taken by the ſaid judgment ſo put in uſe; nevertheleſs the ſaid Benjamin Teaſdale, though often required the ſaid ſeventy eight pounds four ſhillings and elevenpence or any part to our ſaid lord the king, or to the ſaid John Britton who ſues, &c. hath not rendered, but the ſame to render to our ſaid lord the king, or to the ſaid John Britton who ſues as aforeſaid hath hitherto wholly denied, and doth ſtill deny ſo to do, to the damage of our ſaid lord the king, and the ſaid John Britton who ſues as aforeſaid of twenty pounds; and therefore, &c.

Declaration on 13. Geo. 3. for preſerving the highways.

KENT, to wit. William Virges complains of Edward Pitcher, eſquire, being in the cuſtody of the marſhal of the marſhalſea of our lord the king, before the king himſelf, of a plea that he render to the ſaid William the ſum of twenty pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from him; for that the ſaid Edward within one calendar month next before the commencement of this ſuit, to wit, on the twenty-firſt day of November, in the year of Our Lord 1785, at the pariſh of Chatham, in the county of Kent, was indebted to the ſaid William in the ſum of five pounds of lawful money of Great Britain, being forfeited by an act paſſed in the tenth year of the

reign of his preſent majeſty, intitled, " An Act to explain, a-
" mend, and reduce into one Act of Parliament the *Statutes* now
" in being for *the Amendment and Preſervation of the Publick*
" *Highways* within that Part of Great Britain called England,
" and for other Purpoſes," whereby an action hath accrued to the ſaid William to demand and have of and from the ſaid Edward the ſaid ſum of five pounds ſo forfeited as aforeſaid, parcel of the ſaid ſum of twenty pounds above demanded: And the ſaid William in fact further ſaith, that the ſaid Edward within one calendar month next before the commencement of this ſuit, to wit, on the ſame day and year aforeſaid, at the pariſh aforeſaid, in the county aforeſaid, was indebted to the ſaid William in the further ſum of five pounds of like lawful money of Great Britain, being forfeited by an act paſſed in the thirteenth year of the reign of his preſent majeſty, intitled, " An Act to explain, amend, and re-
" duce in one Act of Parliament the general Laws now in being
" for *regulating the Turnpike Roads* in that Part of Great Bri-
" tain called, &c. and for other Purpoſes," whereby an action hath accrued to the ſaid William to demand and have of and from the ſaid Edward the ſaid laſt-mentioned ſum of five pounds ſo forfeited as laſt aforeſaid, other parcel of the ſaid ſum of twenty pounds above demanded: And the ſaid William in fact further ſaith, that the ſaid Edward within one calendar month next before the commencement of this ſuit, to wit, on, &c. at, &c. was indebted to the ſaid William in the further ſum of five pounds of like lawful, &c. being forfeited by an act paſſed in the thirteenth year of the reign of his preſent majeſty, intitled, " An Act to explain,
" &c. &c. and for other Purpoſes," whereby an action hath accrued, &c. &c. &c.: And the ſaid William in fact further ſaith, that the ſaid Edward within one month next before the commencement of this ſuit, to wit, on, &c. at, &c. was indebted to the ſaid William in the further ſum of five pounds of like lawful, &c. forfeited by, &c. intitled, " An Act to explain and reduce into one Act of Parlia-
" ment the *General Laws* now in being for *regulating the Turn-*
" *pike Roads* in that Part of Great Britain called England, and for
" other Purpoſes," whereby an action hath accrued, &c.; yet, &c. [Common concluſion in debt.]

Declaration on 23. Geo. 3. for retailing ſpirituous liquors without a licence.

MIDDLESEX, to wit. George Daliy, who ſues as well for our ſovereign lord the king, as for himſelf in this behalf, complains of William Blezard being in the cuſtody, &c. of a plea that he render to our ſaid lord the king and to the ſaid George who ſues as aforeſaid the ſum of one hundred pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from them; for that whereas by a certain act made at the parliament of our ſovereign lord George the Third, now king of Great Britain, &c. holden at Weſtminſter, in the county of Middleſex aforeſaid, in the thirteenth year of his reign, and intitled, " An Act for the more
" effectually reſtraining the retailing of diſtilled Spirituous Li-
" quors, and for preventing the forging or counterfeiting any
" Stamp or Seal uſed for making Silks, Calicoes, Linens, and
" Stuffs,

"Stuffs, to be printed, painted, ſtained, or dyed in Great Bri-"tain;" it was amongſt other things enacted, that if at any time from and after the fifth day of July 1773 any perſon ſhould preſume by him, her, or themſelves, or by any other perſon or perſons employed by him, her, or them, or for his, her, or their benefit to retail any diſtilled liquors or ſtrong waters, without firſt taking out a licence for that purpoſe, in manner as by the ſeveral ſtatutes in that caſe made and provided and then in force was preſcribed or directed, he, ſhe, or they ſo offending ſhould reſpectively forfeit and loſe the ſum of fifty pounds for each offence, as by the ſaid act of parliament (relation being thereunto had) will amongſt other things more fully and at large appear: And the ſaid George, who ſues as aforeſaid, in fact ſaith, that after the making of the ſaid act of parliament, and after the ſaid fifth day of July 1773 therein mentioned, and before the exhibiting the bill of the ſaid plaintiff who ſues as aforeſaid againſt the ſaid William, to wit, on, &c. at, &c. he the ſaid William did unlawfully preſume to retail and did then and there unlawfully retail a certain diſtilled ſpirituous liquor called without firſt taking out a licence, in manner as by the ſeveral ſtatutes made and provided and then in force was and is preſcribed and directed, contrary to the form and effect of the act of parliament aforeſaid, whereby and by force of the ſaid act the ſaid defendant forfeited for his ſaid offence the ſum of fifty pounds, and thereby and by force of the ſaid act of parliament an action hath accrued, &c. &c. &c.: And the ſaid G. who ſues as aforeſaid, in fact ſaith, that after the making of the ſaid act of parliament, and after the ſaid fifth day of, &c. therein mentioned, and before the exhibiting the bill of the ſaid plaintiff who ſues as aforeſaid againſt the ſaid defendant, to wit, on, &c. he the ſaid defendant did unlawfully preſume to retail, and did then and there unlawfully retail that is to ſay, *here ſet forth the perſon to whom and where ſold by him the ſaid defendant, and for what price*, certain other diſtilled ſpirituous liquors called without firſt taking out a licence for that purpoſe, in manner as by the ſeveral ſtatutes made and provided and then in force was and is preſcribed and directed, contrary to the form and effect of the act of parliament aforeſaid, whereby and by force of the ſaid act of parliament the ſaid defendant forfeited for his ſaid laſt mentioned offence the further ſum of fifty pounds, and thereby and by force of the ſaid act of parliament an action hath accrued, &c. &c.; yet the ſaid defendant, although often requeſted, hath not rendered the ſaid ſum of one hundred pounds above demanded or any part thereof to our ſaid lord the king and the ſaid plaintiff who ſues as aforeſaid, or to either of them, but to render the ſame or any part thereof to our ſaid lord the king and the ſaid plaintiff who ſues as aforeſaid, or to either of them, the ſaid defendant hath hitherto wholly refuſed and ſtill doth refuſe. Damages twenty pounds. Suit, &c.

Declaration on 9 Geo. 3. c. 69. pg. against a dealer in *coffee* and *chocolate*, for not having the words painted at the door of his shop.

It must be the parish where the defendant's shop is situated.

MIDDLESEX, to wit. James White, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of Joſeph Ridgeway being, &c. of a plea that he render to our ſaid lord the king and the ſaid John who ſues as aforeſaid the ſum of ſix hundred pounds of lawful money of Great Britain, which he owes to our ſaid lord the king and the ſaid John who ſues as aforeſaid, and unjuſtly detains from them, &c.; for that whereas the ſaid Joſeph, after the firſt day of Auguſt 1779, to wit, on, &c. was a dealer in coffee, to wit, at the pariſh of, &c.; never-theleſs the ſaid Joſeph ſo being a dealer in coffee as aforeſaid, not regarding the ſtatute in that caſe made and provided, nor fearing the penalties therein contained, did after the ſaid firſt day of Auguſt 1779, and whilſt he was a dealer in coffee as aforeſaid, to wit, on, &c. at, &c. in, &c. make uſe of a certain ſhop there ſituate for the keeping coffee, without having the words "Dealer "in Coffee" painted or written in large legible characters over the door of the ſaid ſhop, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſaid ſtatute the ſaid Joſeph ſo being a dealer in coffee as aforeſaid forfeited for his ſaid offence the ſum of two hundred pounds, and thereby and by force of the ſaid ſtatute an action hath accrued to the ſaid James, who ſues as aforeſaid, to demand and have of and from the ſaid Joſeph for our ſaid lord the king and for himſelf the ſaid James, who ſues as aforeſaid, the ſaid ſum of two hundred pounds ſo forfeited as aforeſaid, parcel of the ſaid ſum of ſix hundred pounds above demanded: And the ſaid James who ſues as aforeſaid further ſays, that the ſaid Joſeph after the firſt day of, &c. to wit, on, &c. was a ſeller of coffee, to wit, at, &c. nevertheleſs the ſaid Joſeph ſo being a ſeller of coffee as aforeſaid, not regarding the ſtatute in that caſe made and provided, nor fearing the penalties therein contained, did after the ſaid firſt day of, &c. and whilſt he was a ſeller of coffee as aforeſaid, to wit, on, &c. at, &c. make uſe of a certain other ſhop there ſituate for the keeping coffee, without having the words "Dealer in Coffee" painted or written in large legible characters over the door of the ſaid ſhop, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſaid ſtatute the ſaid Joſeph ſo being a ſeller of coffee as aforeſaid forfeited, &c. &c. (as before): And the ſaid James, who ſues as aforeſaid, further ſaith, that the ſaid Joſeph after the ſaid firſt day of, &c. to wit, on, &c. was a ſeller of *chocolate*, to wit, on, &c. at, &c.; nevertheleſs, &c. &c. (as before, only ſay *chocolate* inſtead of *coffee*); yet, &c. [Common concluſion in *qui tam* actions.]

Count, ſeller of coffee.

Declaration on the *lottery* act of 10 Geo. 3. for twelve different penalties of five hundred pounds each, againſt a lottery-office keeper, for inſuring upon the drawing of tickets and chances, and publiſhing propoſals and ſchemes for inſurance in the lottery

MIDDLESEX, to wit. Edward Bates, who ſues, &c. complains of Thomas Strong and John Doery being, &c. of a plea

that

that they render to our ſaid lord the king, and the ſaid Edward who ſues as aforeſaid, the ſum of ſix thouſand pounds of lawful money of Great Britain, which they owe to our ſaid lord the king and the ſaid Edward who ſues as aforeſaid, and unjuſtly detains from them; for that after the making of a certain act of parliament paſſed in the twenty-firſt year of the reign of his preſent majeſty, intitled, "An Act for raiſing a certain ſum by way of Annuities and a "Lottery, and for conſolidating certain Annuities which were "made one joint Stock by an Act made in the ſecond Year of "the Reign of his preſent Majeſty, with certain Annuities con-"ſolidated by ſeveral Acts made in the twenty-fifth and the twen-"ty-ſixth Years of the Reign of King George the Second, and in "the fifth Year of the Reign of his preſent Majeſty," and after the drawing of the ſaid lottery eſtabliſhed by the ſaid firſt-mentioned act of parliament was begun to be drawn, and before the ſame was completed, to wit, on the twenty firſt day of, &c. 1781, at, &c. the ſaid Thomas and John not regarding the ſaid ſtatute in that caſe made and provided, nor fearing the penalties therein contained, did receive of and from one G. J. a ſum of money, to wit, the ſum of elevenpence of lawful money of Great Britain, in conſideration of the repaying him the ſaid G. J. another ſum of money, to wit, the ſum of one pound one ſhilling of like lawful money of Great Britain, in caſe a certain ticket then in the ſaid lottery, to wit, a certain ticket numbered 33,245 in the ſaid lottery ſhould be drawn on the tenth day of the drawing of the ſaid lottery, contrary to the form of the ſtatute in that caſe made and provided, whereby an action hath accrued to the ſaid Edward, who ſues as aforeſaid, to demand and have of and from the ſaid Thomas and John, for our ſaid ſovereign lord the king and for himſelf the ſaid Edward, who ſues as aforeſaid, the ſum of five hundred pounds, parcel of the ſaid ſum of ſix thouſand pounds above demanded: And the ſaid Edward, who ſues as aforeſaid, further ſays, that the ſaid Thomas and John not regarding the ſaid ſtatute in that caſe made and provided, nor fearing the penalties thereon contained, after the making of the ſaid laſt-mentioned act of parliament to paſſed in the twenty-firſt year of the reign of our ſaid lord the king, and during the drawing of the ſaid lottery eſtabliſhed by that act of parliament, to wit, on, &c. at, &c. in, &c. did receive of and from the ſaid G. J. another ſum of money, to wit, the ſum of elevenpence of like lawful money of Great Britain, in conſideration of the repayment to the ſaid G. J. of another ſum of money, to wit, the ſum of one pound one ſhilling of like, &c. in caſe of a chance or event relating to the drawing of a certain ticket in the late lottery, to wit, a certain ticket in the late lottery numbered 33,245, that is to ſay, in caſe the ſaid ticket ſhould be drawn on the tenth day of the drawing of the ſaid lottery, contrary to the form of the ſtatute in that caſe made and provided, whereby an action hath, &c. &c. &c.: And the ſaid Edward Bates, who ſues as aforeſaid, further ſays, that the ſaid Thomas Strong and John Doory not regarding the ſaid ſtatute in that caſe

2d Count, without ſtating the title of the act of parliament.

3d Count, inſuring the tenth part of a ticket.

caſe made and provided, nor fearing the penalties therein contained after the making of the ſaid laſt-mentioned act of parliament, and during the drawing of the ſaid lottery eſtabliſhed by that act of parliament, to wit, on the twenty-fourth day of November, in the year of Our Lord 1781, at Weſtminſter aforeſaid, in the county aforeſaid, did receive of and from one George James another ſum of money, to wit, the ſum of elevenpence of like lawful money of Great Britain, in conſideration of returning to him the ſaid George James the ſixteenth part of an undrawn ticket in the ſaid lottery being then and there of the value of one pound one ſhilling of like lawful money of Great Britain, in caſe a certain ticket in the ſaid lottery, to wit, a certain ticket numbered 33,245 in the ſaid lottery ſhould be drawn on the tenth day of the drawing of the ſaid lottery, contrary, &c. whereby, &c. (as in the ſecond Count): And the ſaid Edward Bates, who ſues as aforeſaid, further ſays, that the ſaid Thomas Strong and John Dorry not regarding the ſaid ſtatute in that caſe made and provided, nor fearing the penalties therein contained, after the making of the ſaid laſt-mentioned act of parliament, and during the drawing of the ſaid lottery eſtabliſhed by that act of parliament, to wit, on the ſaid twenty-fourth day of November, in the ſaid year of Our Lord 1781, at Weſtminſter aforeſaid, in the county aforeſaid, did receive of and from the ſaid George James another ſum of money, to wit, the ſum of elevenpence of like lawful money of Great Britain, in conſideration of returning to him the ſaid George James the ſixteenth part of an undrawn ticket in the ſaid lottery, being then and there of the value of one pound one ſhilling of like lawful money of Great Britain, in caſe of a chance or event relating to the drawing of a certain ticket in the ſaid lottery, to wit, a certain ticket in the ſaid lottery numbered 33,245, that is to ſay, in caſe the ſaid ticket ſhould be drawn on the tenth day of the drawing of the ſaid lottery, contrary, &c. whereby, &c. (as before.) 5th Count, did receive of and from the ſaid George James another ſum of money, to wit, the ſum of elevenpence of like lawful money of Great Britain, in conſideration of returning to him the ſaid George James the ſixteenth part of an undrawn ticket in the ſaid lottery, the ſaid ſixteenth part of an undrawn ticket in the ſaid lottery being then and there of the value of one pound one ſhilling of lawful money of Great Britain, in caſe a certain ticket then in the ſaid lottery, to wit, a certain ticket numbered 33,245 in the ſaid lottery, contrary, &c. whereby, &c. (as before). 6th Count, did receive of and from the ſaid George James another ſum of money, to wit, another ſum of elevenpence of like lawful money of Great Britain, in conſideration of returning to him the ſaid George James the ſixteenth part of an undrawn ticket in the ſaid lottery, the ſaid ſixteenth part of an undrawn ticket in the ſaid lottery being then and there of the value of one pound one ſhilling of like lawful money of Great Britain, in caſe of a chance or event relating to the drawing of a certain ticket in the ſaid lottery,

4th Count.

5th Count.

6th Count.

to

to wit, a certain ticket in the said lottery numbered 33,245, that is to say, in case the said ticket should be drawn on the tenth day of the drawing of the said lottery, contrary, &c.; whereby, &c. 7th Count, did publish proposals for taking and receiving money in consideration of the repayment of certain sums of money in case of certain chances or events relating to the drawing of tickets in the lottery as to the time of such tickets being drawn, contrary, &c.; whereby, &c. 8th Count, did publish proposals for taking and receiving money in consideration of returning undrawn tickets in the said lottery, or certain parts thereof, or the repayment of the value of undrawn tickets or certain parts, in case of certain chances or events relating to the drawing of certain tickets in the said lottery as to the time of such tickets being drawn, the value of an undrawn ticket in the said lottery being then and there, to wit, at the time of the publishing of such proposals as last aforesaid, of the value of twenty one pounds of like lawful money of Great Britain, contrary, &c.; whereby, &c. 9th Count, did receive money in consideration of the payment of a sum of money in case of a chance or event relating to the drawing of a certain ticket in the said lottery numbered 33,245 as to the time of such ticket being drawn, that is to say, the said Thomas Strong and John Doery did then and there receive of and from the said James another sum of money, to wit, the sum of elevenpence of like lawful money of Great Britain, in consideration of repaying him the said George James another sum of money, to wit, the sum of one pound one shilling of like lawful money of Great Britain, in case a certain ticket then in the said lottery, to wit, a certain ticket numbered 33,245 in the said lottery should be drawn on the tenth day of the drawing of the said lottery, contrary, &c.; whereby, &c. 10th Count, did receive money in consideration of the repayment of a sum of money in case of a chance or event relating to the drawing of a certain ticket in the said lottery numbered 33,245 as to the time of such ticket being drawn, that is to say, the said Thomas Strong and John Doery did then and there receive of and from the said George James another sum of money, to wit, the sum of elevenpence of like lawful money of Great Britain, in consideration of the repayment to the said George James of another sum of money, to wit, the sum of one pound one shilling of like lawful money of Great Britain, in case of a chance or event relating to the drawing of a certain ticket in the said lottery numbered 33,245, that is to say, in case the said ticket should be drawn on the tenth day of the drawing of the said lottery, contrary, &c. whereby, &c. 11th Count, did publish a scheme or proposal for receiving the sum of elevenpence of like lawful money of Great Britain, in consideration of repaying the sum of one pound one shilling of like lawful money of Great Britain, in case a certain ticket in the said lottery, to wit, a certain ticket numbered 33,245 in the said lottery, the said ticket then and at the actual time of drawing of the said ticket, not being in the possession of the said Thomas Strong and John Doery should during the drawing of the said lot-

7th Count. 8th Count. 9th Count. 10th Count. 11th Count.

tery, to wit, on the ſaid tenth day of the drawing of the ſaid lottery prove fortunate or unfortunate, contrary, &c. whereby, &c.

th Count. 12th Count, did publiſh a certain other ſcheme or propoſal for receiving the ſum of elevenpence of like lawful money of Great Britain, in conſideration of the returning the ſixteenth part of an undrawn ticket in the ſaid lottery being then and there of the value of one pound one ſhilling of lawful money of Great Britain, in caſe a certain ticket then in the ſaid lottery, to wit, a certain other ticket numbered 33,245, in the ſaid lottery, the ſaid laſt-mentioned ticket then and at the actual time of drawing of the ſaid ticket not being in the actual poſſeſſion of the ſaid Thomas Strong and John Doery, ſhould, during the drawing of the ſaid lottery, to wit, on the ſaid tenth day of the ſaid drawing of the ſaid lottery prove fortunate or unfortunate, contrary, &c, whereby, &c. reſidue of the ſaid ſum of ſix thouſand pounds above demanded; yet the ſaid Thomas Strong and John Doery, although often requeſted, have not nor hath either of them yet paid the ſaid ſum of ſix thouſand pounds above demanded or any part thereof to our ſaid lord the king, or to the ſaid Edward Bates who ſues as aforeſaid, or to either of them, but to pay the ſame or any part thereof to our ſaid lord the king, or to the ſaid Edward Bates who ſues as aforeſaid, or to either of them, they the ſaid Thomas Strong and John Doery have hitherto wholly refuſed, and ſtill do refuſe, to the damage of the ſaid Edward Bates, who ſues as aforeſaid, of twenty pounds, and therefore as well for our ſaid lord the king as for himſelf he brings his ſuit, &c.; pledges, &c.

...ration on ...eo. 3. c. 47. ...3. the *lottery* ...or three pe... ...es of 5ol ... on inſuring ...bers.

MIDDLESEX, to wit. Richard Shortney, who ſues in this behalf as well for our lord the king as for himſelf, complains of John Chettle being in the cuſtody of the marſhal of the marſhalſea of our ſaid lord the king, before the king himſelf, of a plea that he render to our ſaid lord the king and the ſaid Richard, who ſues as aforeſaid, one hundred and fifty pounds of lawful money of Great Britain, which he owes to our ſovereign lord the king, and the ſaid Richard, by his attorney, complains that after making a certain act of parliament, made at a ſeſſion of parliament of our lord the now king, holden by prorogation at Weſtminſter, in the ſaid county of Middleſex, on the twenty-ſeventh day of November, in the twenty-ſecond year of his reign, intitled, "An Act for "Licenſing Lottery-Office Keepers, and regulating the Sale of "Lottery Tickets;" and after the drawing of a certain lottery eſtabliſhed by a certain other act of parliament, made at a ſeſſion of parliament of our ſaid ſovereign lord the now king, holden at Weſtminſter, in the ſaid county of Middleſex, on the eighteenth day of May, in the twenty-fourth year of his reign, intitled, "An Act for raiſing a certain Sum of Money by Way of Annui-"ties, and for eſtabliſhing a Lottery," was began to be drawn, and before the ſame was completed, to wit, on the thirteenth day of December, in the year of Our Lord 1784, at Weſtminſter

aforeſaid,

aforeſaid, in the county aforeſaid, did agree with one John Brown to receive a ſum of money, to wit, the ſum of two pounds ſeventeen ſhillings and one penny from him the ſaid John Brown, to repay a certain other ſum of money, to wit, the ſum of twenty-one pounds if a certain ticket, to wit, No. 18,596 in the ſaid lottery ſhould be drawn on the fourteenth day of December, in the year laſt aforeſaid, and did on the ſaid thirteenth day of December, in the year laſt aforeſaid, at Weſtminſter aforeſaid, in the county aforeſaid, in conſideration of ſuch agreement to repay the ſaid ſum of twenty-one pounds if the ſaid ticket in the ſaid lottery ſhould be drawn on the ſaid fourteenth day of December, in the year laſt aforeſaid, receive the ſaid ſum of two pounds ſeventeen ſhillings and one penny of and from the ſaid John Brown, contrary to the form of the ſtatute in that caſe made and provided; whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid Richard, who ſues as aforeſaid, to demand and have of and from the ſaid John Chettle for our ſaid ſovereign lord the king, and for himſelf the ſaid Richard, who ſues as aforeſaid, the ſum of fifty pounds, parcel of the ſaid ſum of one hundred and fifty pounds above demanded: And the ſaid Richard who ſues as aforeſaid further ſays, that the ſaid John Chettle not regarding the ſaid act of parliament made in the twenty-ſecond year aforeſaid, nor fearing the penalties therein contained, after the making the ſaid laſt-mentioned act of parliament, and after the drawing of the ſaid lottery by the ſaid act of parliament made in the twenty fourth year of the reign of our ſaid ſovereign lord the now king eſtabliſhed, was began to be drawn, and before it was completed, to wit, on the fifteenth day of December, in the ſaid year of Our Lord 1784, at Weſtminſter aforeſaid, in the county aforeſaid, *did inſure againſt the drawing of a certain other ticket in the ſaid lottery, to wit, No.* 4448 *in the ſaid lottery*, contrary to the form of the ſtatute in that caſe made and provided; whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid Richard, who ſues as aforeſaid, to demand and have of and from the ſaid John Chettle for our ſaid ſovereign lord the king and himſelf the ſaid Richard, who ſues as aforeſaid, the further ſum of fifty pounds, parcel of the ſaid ſum of one hundred and fifty pounds above demanded: And the ſaid Richard, who ſues as aforeſaid, further ſays, that the ſaid John Chettle not regarding the ſaid act of parliament made in the twenty-ſecond year aforeſaid, nor fearing the penalties therein contained, after the making the ſaid laſt-mentioned act of parliament, and after the drawing of the ſaid lottery, by the ſaid act of parliament made in the ſaid twenty-fourth year of the reign of our ſaid ſovereign lord the now king eſtabliſhed, was began to be drawn, and before it was completed, to wit, the fifteenth day of December, in the ſaid year of Our Lord 1784, at Weſtminſter aforeſaid, in the county aforeſaid, did agree with one John Brown to receive a ſum of money, to wit, the ſum of three pounds ſixteen ſhillings and ninepence and one third of a penny from him the ſaid John Brown, to repay a certain other ſum of money, to wit, the ſum of twenty-one pounds if a certain

other

other ticket, to wit, No. 6087 in the ſaid lottery ſhould be drawn on the ſixteenth day of December laſt aforeſaid, and did on the ſaid fifteenth day of December in the year laſt aforeſaid, at Weſtminſter, in the county aforeſaid, in conſideration of ſuch agreement to repay the ſaid ſum of twenty one pounds, if the ſaid laſt-mentioned ticker in the ſaid lottery ſhould be drawn on the ſaid ſixteenth day of December, in the year laſt aforeſaid, receive the ſaid ſum of three pounds ſixteen ſhillings and ninepence and the third of a penny of and from the ſaid John Brown, contrary, &c. whereby, &c. the further ſum of fifty pounds, remainder of the ſaid ſum of one hundred and fifty pounds above demanded; yet the ſaid John Chettle, although often requeſted, hath not yet paid the ſaid ſum of one hundred and fifty pounds or any part thereof to our ſaid lord the king, or to the ſaid Richard who ſues as aforeſaid; but to pay the ſame to our ſaid lord the king, or to the ſaid Richard who ſues as aforeſaid, he the ſaid John Chettle hath hitherto altogether refuſed, and ſtill doth refuſe, to the damage of the ſaid Richard, who ſues, &c. and thereof, &c. as well for our ſaid lord the king as for himſelf brings ſuit, &c. pledges, &c.

Declaration on the *mutiny* act, 23. Geo. 3. c. 24. ſ. 48. againſt the agent of a regiment for not ſtating an account of the money due to the regiment with the pay maſter, nor delivering to each captain an account of what belonged to him and his company, &c.

MIDDLESEX, to wit. Edward Arnſtrong, late of, &c. was ſummoned to anſwer unto Hugh M'Donald, of a plea that he render to the ſaid Hugh the ſum of [illegible] pounds of good and lawful money of Great Britain, which he owes to and unjuſtly detains from him, &c. and whereupon the ſaid Hugh, by A. B. his attorney, complains, that whereas by certain act made at the parliament of our ſovereign lord George the third, now king of Great Britain, &c. holden at Weſtminſter, in the county of Middleſex, in the twenty-third year of his reign, intitled, "An Act for punishing Mutiny and Deſertion, and for the better Payment of the Army and their Quarters;" it was, amongſt other things, enacted, that, &c. &c. [the forty-eighth ſection of the act was here recited] as by the ſaid act of parliament, relation being thereto had, will more fully and at large appear: And the ſaid Hugh in fact ſaith, that the ſaid Edmundſon, &c. and from thence until and at the time of ſuing out the original writ of the ſaid Hugh againſt the ſaid Edmund, was and ſtill is the agent lawfully appointed and authoriſed to receive the pay of a certain regiment in his majeſty's ſervice, that is to ſay, a certain regiment of infantry in the ſaid ſervice, commonly called the African corps of infantry; and as ſuch agent it was from time to time for and during all that time his buſineſs and duty under and by virtue of the ſaid act of parliament, when and ſo often as four months pay did become due to the ſaid regiment, to ſtate and make with the paymaſter general, or other reſpective paymaſters of his majeſty's forces for the time being, an exact account of the two preceding months (that is to ſay, for the two firſt of every four months) of all monies due according to the muſter rolls of the ſaid regiment, and

to

deliver to each captain of the ſaid regiment an account of ſo much thereof as reſpectively appertained to him and his company, and the inferior officers or ſoldiers thereof, or to ſee that ſuch accounts were ſo ſtated, made, and delivered by the colonel of the ſaid regiment for the time being, to wit, at Weſtminſter, in the county of Middleſex aforeſaid: And the ſaid Hugh in fact further ſaith, that afterwards and whilſt the ſaid Edmund was ſuch agent as aforeſaid, to wit, on, &c. four months pay had become due to the ſaid regiment, to wit, at, &c. whereof the ſaid Edmund then and there had notice; yet the ſaid Edmund ſo being ſuch agent as aforeſaid, not regarding his buſineſs and duty as ſuch agent, nor the act of parliament aforeſaid, nor fearing the penalties therein in that behalf contained, did not nor would ſtate and make with the paymaſter general, or other reſpective paymaſters of his majeſty's forces for the time being, an exact account for the two preceding months, that is to ſay, for the two firſt of the ſaid four months of all monies due according to the muſter rolls of the ſaid regiment, nor deliver to each captain of the ſaid regiment an account of ſo much thereof as reſpectively appertained to him and his company, and the inferior officers or ſoldiers thereof, nor ſee that ſuch accounts were ſo ſtated, made, and delivered either by the ſaid Edmund, or by the colonel of the ſaid regiment for the time being, contrary to the tenor and effect of the ſaid act of parliament in that behalf; whereby and by force of the ſaid act of parliament the ſaid Edmund forfeited for his ſaid offence to any perſon who ſhould inform and ſue for the ſame the ſum of two hundred pounds; and thereby and by force of the ſaid act of parliament an action hath accrued to the ſaid Hugh to demand and have of and from the ſaid Edmund the ſaid ſum of two hundred pounds ſo forfeited as aforeſaid, parcel of the ſaid ſum of pounds above demanded.

FOR that the ſaid Thomas after the firſt day of July, A. D. 1785, to wit, on, &c. at, &c. did uſe a certain gin for the taking and deſtruction of hares, the ſaid gin then and there being an engine for the taking and deſtruction of hares, without having obtained a certificate from the clerk of the peace, or deputy clerk of the peace of the ſaid county of C. of his the ſaid Thomas having delivered into the office of the clerk of the peace, or deputy clerk of the peace, a paper writing or account, containing the name and place of abode of him the ſaid Thomas in ſuch manner as by the ſtatute in that caſe made and provided is directed, againſt the form of the ſtatute in ſuch caſe made and provided, by reaſon whereof, and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid Joſeph to demand and have of and from the ſaid Thomas twenty pounds, parcel of the ſaid ſum of thirty pounds above demanded: And the ſaid Joſeph further ſaith, that the ſaid Thomas afterwards, and within ſix months next before the exhibiting the bill of the ſaid Thomas, to wit, on, &c. did *expoſe to ſale one hare* againſt the form of, &c. by reaſon whereof and by force

Count on 24 Geo. 3. c. 43. *for uſing a gin to catch hares*, with a Count on 2. Geo. 3. for expoſing a hare to ſale.

force of the ſtatute in ſuch caſe made and provided, an action hath accrued, &c. &c. [3d Count like the 2d, only charging the offence to have been committed the firſt day of January 1786].

Plea in bar, prior judgment in B. R. for the ſame offences.

WHITE } *at ſuit of* } LONG.

FIRST, *Nil debet*; and for further plea, &c. *actio non*; becauſe he ſays, that after the ſaid time when the ſaid ſuppoſed offences were above ſuppoſed to have been committed, and long before the ſuing forth the original writ of the ſaid John, to wit, in Trinity term, in the eighth year of the reign of our lord the now king, he the ſaid plaintiff for the recovery of the ſaid ſuppoſed debt of one hundred pounds above demanded, before our lord the king, at Weſtminſter, came by P. D. his then attorney, and brought into the court of our lord the king then there his certain bill againſt the ſaid J. W. being in the cuſtody of, &c. of a plea of debt, and there were pledges to proſecute, to wit, John Doe and Richard Roe, and by the ſaid bill complained againſt the ſaid J. W. ſo then being in the cuſtody of, &c. [here recite the declaration]; and afterwards, to wit, on, &c. in Michaelmas term, in the eighth year of the reign of our lord the now king, to which day the ſaid J. W. had licence to imparl to the ſaid bill and then to anſwer, and ſo forth, before our lord the king, at Weſtminſter, come as well the ſaid plaintiff by his aforeſaid attorney, as the ſaid defendant by W. C. his attorney, and the ſaid defendant defended the wrong and injury, when, &c. [here recite the plea, &c.] which ſaid iſſue ſo joined as aforeſaid, afterwards, to wit, on, &c. in the ninth year of the reign of our lord the now king, at the general ſeſſions of the aſſizes of our lord the now king then held in and for the ſaid county of , before the honourable ſir Richard Aſton, knight, then one of his majeſty's juſtices of the court of king's bench, and the honourable Edward Willes, eſquire, then one other of the juſtices of the ſaid court of king's bench, then juſtices of our ſaid lord the now king, appointed to take the aſſizes for the ſaid county of S. according to the form of the ſtatute, &c. came on to be tried and was tried by a jury of the ſaid county of S. then and there drawn by ballot, according to the form, &c. &c. and duly elected, tried, and ſworn to try the iſſue ſo joined as aforeſaid, and which ſaid jury ſo being elected, tried, and ſworn, ſaid upon their ſaid oaths at the ſaid trial that the ſaid defendant did not owe to the ſaid plaintiff the ſaid one hundred pounds or any part thereof in manner and form as the ſaid plaintiff had by his ſaid bill complained againſt the ſaid defendant, and thereupon afterwards, and before the ſuing forth the original writ of the ſaid plaintiff in the preſent ſuit now between the ſaid plaintiff and the ſaid defendant in this court here, to wit, on, &c. in Michaelmas term, in the tenth year of the reign of our ſaid lord the now king, in the ſaid county of our ſaid lord the now king, before the king himſelf, at Weſtminſter aforeſaid, it was conſidered in and by the ſaid court that the ſaid plaintiff ſhould take nothing by his ſaid bill in that behalf; but that he

and

and his pledges to proſecute in that behalf ſhould be in mercy, and that the ſaid defendant might depart that court without day, for ever diſmiſſed therefrom, &c. as by the record and proceedings, &c. at Weſtminſter, &c. which ſaid judgment ſtill remains in the court of our ſaid lord the now king, before the king himſelf, at Weſtminſter aforeſaid, in full force, vigour, and effect, not reverſed, annulled, or made void: And the ſaid defendant further ſays, that the ſaid Joſeph, the plaintiff named in the ſaid former ſuit in the ſaid court of our ſaid lord the king, before the king himſelf, and the ſaid Joſeph, the plaintiff in this ſuit now depending in this court here, are one and the ſame perſon, and not divers or different perſons, and that the ſaid John, the defendant named in the ſaid ſuit in the ſaid court of the ſaid lord the king, before the king himſelf, and the ſaid John, the defendant in the ſaid preſent ſuit now depending in this court here, are one and the ſame perſon, and not divers and different perſons, and that the ſaid two ſeveral ſuppoſed offences mentioned in the ſaid bill of the ſaid Joſeph in the ſaid former ſuit in the ſaid court of our ſaid lord the king, before the king himſelf, and the ſaid two ſuppoſed offences mentioned in the ſaid declaration of the ſaid Joſeph in this preſent action or ſuit now depending in this court here, and by the ſaid declaration alledged to have been committed by the defendant, are the very ſame two ſuppoſed offences, and not other and different offences, only that the two ſuppoſed offences above complained of are in and by the ſaid declaration of the ſaid Joſeph in the preſent plea now depending in this court here, alledged and ſet forth in the ſaid declaration with ſome few, little, and immaterial variances from the ſaid two ſuppoſed offences ſet forth and alledged in the ſaid bill in the ſaid former ſuit in the ſaid court of our ſaid lord the now king, before the king himſelf, that the ſame, though in fact the ſame and not different, might rather ſeem to be divers and different offences from thoſe in the ſaid bill mentioned; and this, &c.; wherefore, &c. if, &c.

Declaration *qui tam* the 9th Ann, againſt defendant for winning money of one A. B. at a game called fives.

MIDDLESEX, to wit. R. S. who ſues as well for the poor of the pariſh of, &c. in, &c. as for himſelf in this behalf, complains of Joſeph Mucklow being, &c. of a plea that he render to the poor of the ſaid pariſh and to the ſaid Richard who ſues as aforeſaid eight hundred pounds of lawful, &c. which he owes to and unjuſtly detains from them; for that one W. P. from and after the *firſt day of May, A. D.* 1711, that is to ſay, on, &c. to wit, at, &c. did at one and the ſame time by playing at a certain game called fives loſe to the ſaid Joſeph a large ſum of money, to wit, the ſum of four hundred pounds of lawful, &c. and did then and there pay the ſame to the ſaid Joſeph: And the ſaid Richard who ſues as aforeſaid in fact ſaith, that the ſaid W. P. who loſt the ſaid ſum of one hundred pounds as aforeſaid did not within the time in that behalf limited and preſcribed, that is to ſay, within three months then next, ſue or with effect proſecute for the ſaid

ſum of one hundred pounds ſo by him loſt and paid as aforeſaid, whereby and according to the form of the ſtatute in ſuch caſe made and provided an action hath accrued to the ſaid Richard who ſues as aforeſaid, to ſue for and recover of and from the ſaid Joſeph the ſaid ſum of one hundred pounds, and treble the value thereof, making together the ſum of four hundred pounds, parcel of the ſaid ſum of eight hundred pounds above demanded: And the ſaid Richard, who ſues as aforeſaid, further ſaith, that the ſaid Joſeph after the ſaid firſt day of, &c. that is to ſay, on, &c. to wit, at, &c. received to the uſe of the ſaid W. P. the further ſum of one hundred pounds of like lawful, &c. then and there loſt by the ſaid W. P. to the ſaid Joſeph at one and the ſame time, by playing at a certain other game called dice, and then and there paid by the ſaid W. P. to the ſaid Joſeph: And the ſaid Richard who ſues as aforeſaid in fact further ſaith, that the ſaid W. P. who ſo loſt the ſaid laſt-mentioned ſum of one hundred pounds as aforeſaid did not within the time in that behalf limited, &c. &c. whereby and according to the form of, &c. an action hath, &c. to ſue for, &c. reſidue of the ſaid ſum of eight hundred pounds above demanded; yet the ſaid Joſeph, although often requeſted, hath not yet rendered the ſaid ſum of eight hundred pounds above demanded or any part thereof either to the poor of the ſaid pariſh, being the pariſh where the ſaid ſeveral offences were committed, or to the ſaid Richard who ſues as aforeſaid, but to render the ſame or any part thereof he the ſaid Joſeph hath hitherto wholly refuſed, and ſtill refuſes ſo to do, to the ſaid Richard his damage of pounds, and therefore as well for the poor of the pariſh as for himſelf in this behalf he brings his ſuit, &c.

Poſtea. And the jurors of that jury being impannelled alſo came, who to ſay the truth of the within contents being elected, tried, and ſworn, as to the ſum of four hundred pounds in the firſt Count of the within declaration mentioned, and parcel of the ſaid ſum of eight hundred pounds within demanded, ſay upon their oaths, that the within named Joſeph doth owe to the poor of the within pariſh and to the within named Richard, who ſues as within mentioned, the ſaid ſum of four hundred pounds, in manner and form as the within named Richard, who ſues as within mentioned, within complains againſt him, and they aſſeſs the coſts of the within named Richard by him about his ſuit in this behalf expended to forty ſhillings; and as to the ſum of four hundred pounds in the laſt Count of the within declaration mentioned, and reſidue of the ſaid ſum of eight hundred pounds within demanded, the jurors aforeſaid, upon their oaths aforeſaid, do further ſay, that the ſaid Joſeph doth not owe to the ſaid pariſh nor to the ſaid Richard who ſues as within mentioned the ſaid laſt-mentioned ſum of four hundred pounds or any part thereof, as the ſaid Richard hath within in that behalf alledged; therefore it is conſidered, that the ſaid Richard who ſues as within mentioned do recover againſt the ſaid Joſeph his ſaid debt of four hundred pounds by the jurors aforeſaid, in form aforeſaid found, together with the ſaid coſts in form aforeſaid aſſeſſed, and

and alſo pounds for his coſts and charges by him about his ſuit in this behalf expended by the court of our ſaid lord the king now here adjudged of increaſe to the ſaid Richard who ſues as within mentioned, and with his aſſent, according to the form of the ſtatute in ſuch caſe made and provided, which ſaid debt and coſts in the whole amount to pounds, and be the ſaid Joſeph thereof in mercy, and be the ſaid Richard alſo in mercy for his falſe claim againſt the ſaid Joſeph as to the ſaid four hundred pounds, whereof the ſaid Joſeph is acquitted as aforeſaid; and the ſaid Joſeph may go thereof without day.

Drawn by MR. TIDD.

MIDDLESEX, to wit. Giles Long complains of Thomas Stevenſon being, &c. of a plea that he render to the ſaid Giles ſixty pounds of lawful, &c. which he owes to and unjuſtly detains from him, &c.; for that the ſaid Thomas not regarding the laws and ſtatutes of this realm, nor fearing the penalties therein contained, after the firſt day of June, A. D. 1711, to wit, on, &c. at, &c. in, &c. a certain letter was received by one A. B. and directed to the ſaid Giles, by the name of Giles Long, to be left at the India Coffee-houſe, [No. 1 Birchin-lane. *In which was incloſed a piece of the gold coin of this realm, commonly called a guinea, of a large value, to wit, of the value of one pound one ſhilling, and delivered into the poſt-office at Weſtminſter aforeſaid,* to the intent that the ſame ſhould be carried and delivered to him the ſaid Giles after the ſame had been there put into the poſt-office at Weſtminſter aforeſaid, and before the delivery thereof to him the ſaid Giles, to whom the ſame was directed for his uſe, unlawfully, willingly, and knowingly did procure to be detained, contrary to the form of the ſtatute in ſuch caſe lately made and provided, by reaſon whereof and alſo by force of the ſtatute in ſuch caſe made and provided an action hath accrued to the ſaid Giles to demand and have of and from the ſaid Thomas twenty pounds, parcel of the ſaid ſixty pounds above demanded: And the ſaid Giles further ſaith, that the ſaid Thomas not regarding the laws, &c. &c. [finiſh this Count as the firſt, only omitting what is in Italic]: And the ſaid Giles further ſaith, that the ſaid Thomas not regarding the laws, &c. &c. [finiſh the Count as the ſecond, only inſtead of ſaying "detained" they ſaid "did detain"]; nevertheleſs, &c. [Common concluſion in debt].

Declaration on ſtat. 9. Ann. c. 9. ſ. 40. for cauſing a letter with a guinea incloſed to be detained.

1ſt Count.

2d Count.

J. MORGAN.

LONDON to wit. Samuel Fuller, who ſues as well for our lord the king as for himſelf in this behalf, complains of Daniel Lock being, &c. of a plea that he render to our ſaid lord the king and the ſaid Samuel who ſues as aforeſaid fifty pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from them; for that by a certain indenture, made at London aforeſaid,

Declaration on the 9. Ann. c. 21. for not paying the ſtamp duty on a town apprentice's afſe

aforeſaid, to wit, in the pariſh of, &c. after the firſt day of May, A. D. 1710, to wit, on, &c. between the ſaid Samuel, by the name and deſcription of S. F. of Primroſe-ſtreet, London, gentleman, of the firſt part, John Fuller, ſon of the ſaid S. F. of the ſecond part, and the ſaid defendant, by the name and deſcription of Daniel Lock, of the pariſh of St. Giles, Cripplegate, London, carver and gilder, of the third part, duly executed, bearing date the ſame day and year aforeſaid, the ſaid J. F. did put himſelf apprentice to the ſaid Daniel in the trade and buſineſs of a carver and gilder, and with him, after the manner of an apprentice to ſerve from the day of the date of the ſaid indenture for the term of three years and four months then next following, and that in conſideration of the premiſes, and for and in reſpect of the ſaid apprenticeſhip, the ſaid Samuel who ſues as aforeſaid, the father of the ſaid apprentice, then and there, to wit, on, &c. at, &c. in, &c. gave and paid to the ſaid Daniel the ſum of ninety pounds, as a reward and conſideration for the ſaid Daniel's taking the ſaid John his ſon to be his apprentice as aforeſaid: And the ſaid Daniel, who ſues as aforeſaid, further ſaith, that the ſaid Daniel did not pay or cauſe to be paid, within one month next after the date of the ſaid indenture, to our ſaid lord the king or to his majeſty's receiver-general for the time being of the duties upon ſtamped vellum, parchment, and paper, the ſum of one ſhilling for every twenty ſhillings of the ſaid money ſo by him received as aforeſaid, according to the form, effect, and exigence of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid Samuel, who ſues as aforeſaid, to demand and have of and from the ſaid Daniel for our ſaid lord the king and himſelf the ſaid Samuel the ſaid ſum of fifty pounds above demanded: yet the ſaid Daniel, although often requeſted, hath not paid the ſaid ſum of fifty pounds or any part thereof to our ſaid ſovereign lord the king, or to the ſaid Samuel who ſues as aforeſaid, or to either of them, but to pay the ſame the ſaid Daniel hath hitherto wholly refuſed, and ſtill doth refuſe, to the damage of the ſaid Samuel who ſues as aforeſaid of ten pounds, and therefore as well for our ſaid lord the king as for himſelf he brings ſuit, &c.

F. BULLER.

There can be no doubt but that this is an indenture, whatever may be the effect of the binding, on account of it's being for a leſs term than ſeven years; and therefore I ſee no uſe whatever in putting more than one Count.

F. BULLER.

Declaration, on 13 & 9. Ann, c. 8. for not paying the ſtamp duty on an apprentice's fee, where part of the fee was paid down and the other part agreed to be paid afterwards.

MIDDLESEX, to wit. Thomas Lee, who ſues in this behalf as well for our ſovereign the king as for himſelf, complains of George Northam, being, &c. of a plea that he render to our ſaid lord the king and the ſaid plaintiff who ſues as aforeſaid the ſum of fifty pounds of lawful money of Great Britain, which he owes to

and

and unjuſtly detains from them; for that whereas by a certain indenture, bearing date the twenty-ſixth day of, &c. one R. H. ſon of T. H. of, &c. in the pariſh of, &c. did by and with the conſent of his ſaid father, teſtified as therein mentioned, put himſelf apprentice to the ſaid defendant, by the name and addition of G. N. of, &c. in, &c. to learn his art, and with him after the manner of an apprentice, to ſerve from the day of the date thereof unto the full end and term of ſeven years from thence next enſuing, and fully to be complete and ended, and the ſaid defendant thereby became and was, and from thence hitherto hath been, and ſtill is, the maſter of the ſaid R. H. his ſaid apprentice, to wit, at, &c.: And whereas the ſaid T. H. then and there, to wit, on, &c. at, &c. gave and paid to the ſaid defendant the ſum of ten pounds, and then and there contracted and agreed for the further ſum of ten pounds to be given and paid by him the ſaid T. H. to the ſaid defendant at the expiration of two years from the date of the ſaid indenture, making together the ſum of twenty pounds, given, paid, contracted, and agreed for with and in relation to the ſaid R. H. then and there, in and by the ſaid indenture, put and placed to and with the ſaid defendant as his apprentice, to learn his art aforeſaid, by reaſon of which ſaid ſeveral premiſes, and by force of the ſtatute in ſuch caſe made and provided, the ſaid defendant as maſter of the ſaid R. H. his ſaid apprentice, became liable to pay and ought to have paid to our ſovereign lord the king, within one month next after the date of the ſaid indenture, the ſum of ten ſhillings, being the ſum of ſixpence for every twenty ſhillings of the ſaid ſum of twenty pounds ſo given, paid, contracted, and agreed for as aforeſaid; yet the ſaid defendant, not regarding the ſtatutes in that caſe made and provided, nor fearing the penalty therein contained, did not within one month next after the date of the ſaid indenture pay to or for the uſe of our ſaid lord the king the ſaid ſum of ten ſhillings or any part thereof, but for and during all that time wholly neglected ſo to do, by means whereof, and by force of the ſtatute in that caſe made and provided, the ſaid defendant forfeited for his ſaid offence the ſum of fifty pounds, and thereby and by force of the ſame ſtatute an action hath accrued to our ſaid lord the king, and the ſaid plaintiff who ſues as aforeſaid, to demand and have of and from the ſaid defendant the ſaid ſum of fifty pounds ſo forfeited as aforeſaid, being the ſum above demanded; nevertheleſs, &c. &c. [Common concluſion to *qui tam* actions].

And the ſaid defendant, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, that he doth not owe to our ſaid lord the king and the ſaid plaintiff who ſues as aforeſaid, the ſaid ſum of fifty pounds or any part thereof, in manner and form as the ſaid plaintiff hath above thereof complained againſt him; and of this he puts himſelf upon the country, &c. Plea, *nil debet*.

Declaration on 9th Ann, 21. for not paying the ſtamp duty on a ſum of money paid by a father on binding over his ſon (who had been originally bound to him) to another maſter according to the cuſtom of London.

LONDON, to wit. *Henry Craſſwell the elder, who ſues as well* for our lord the king as for himſelf in this behalf, complains of Richard Green, being in the cuſtody, &c. of a plea that he render to our ſaid lord the king and to the ſaid Henry, who, &c. one hundred pounds of lawful money of Great Britain, which to our ſaid lord the king and the ſaid Henry, who, &c. he owes and unjuſtly detains; for that whereas after the firſt day of May, A.D. 1715, the day of the commencing of the act of ninth Ann, to wit, on the third day of May, in the year of Our Lord 1743, at London, to wit, in the pariſh of Saint Mary-le-Bow, in the ward of Cheap, by a certain indenture in writing then and there made and duly executed, bearing date the day and year laſt above-mentioned, one Henry Craſſwell the younger, ſon of the ſaid Henry Craſſwell the elder, for and in conſideration of natural love and affection of the ſaid Henry the father to his ſaid ſon, was put and placed apprentice to and with the ſaid Henry Craſſwell the elder, he the ſaid H. C. the elder then being a citizen and cooper of London, to learn his art, and with him after the manner of an apprentice to ſerve from the day of the date thereof for and during, and unto the full end and term of ſeven years from thence next enſuing, and fully to be complete and ended, an entry of which putting and placing the ſaid H. C. the younger apprentice to and with the ſaid H. C. the elder, to learn his ſaid art, as an apprentice as aforeſaid, within one year next after the making of the ſaid indenture, to wit, on the day and year laſt-mentioned, before Robert Willimot, then mayor of the city of London, at the Guildhall of the ſaid city, was enrolled of record according to the cuſtom of the ſame city time out of mind uſed therein; and whereas afterwards, and after the ſaid enrollment, to wit, on the tenth day of February, in the year laſt aforeſaid, at London, &c. aforeſaid, the ſaid R. he the ſaid R. then being alſo a citizen and cooper of London, did contract and agree with the ſaid H. C. the elder, who as well, &c. for the ſum of twenty one pounds to be paid to the ſaid Richard by the ſaid H. C. who as well, &c. on demand, that the ſaid H. C. the younger ſhould, according to the cuſtom of the ſaid city of London time out of mind uſed therein, be turned over apprentice to the ſaid Richard, to learn his art, and with him after the manner of an apprentice to ſerve from thence for and during the then reſidue of the ſaid term of ſeven years in the ſaid indenture mentioned, which was then to come and unexpired, and the ſaid H. C. the younger, on the ſame day and year laſt-mentioned, at London aforeſaid, in the pariſh and ward aforeſaid, was by and with the conſent of him the ſaid H. C. the younger, according to the ſaid cuſtom of the ſaid city of London, and in purſuance of the ſaid contract and agreement between the ſaid R. and the ſaid H. C. who, &c. turned over apprentice to the ſaid R. to learn his art, and with him after the manner of an apprentice to ſerve from thence for and during the reſidue of the ſaid term of ſeven years in the ſaid indenture mentioned which was then to come and unexpired, ‡ which ſaid turning over of the ſaid H. C. the younger was on the day and year laſt-mentioned, before

R. W. then mayor of the ſaid city of London, at the Guildhall of the ſame city, enrolled of record according to the cuſtom of the ſame city time out of mind uſed therein, and the ſaid Richard thereby became maſter of the ſaid H. C. the younger for the ſpace of ſix months from thence next enſuing; whereby the ſaid Richard, as maſter of the ſaid H. C. the younger, became liable and ought to have paid to our ſaid ſovereign lord the king the ſum of ten ſhillings and ſixpence, being the ſum of ſixpence for every twenty ſhillings of the ſaid twenty-one pounds ſo contracted and agreed for, according to the form of the ſtatutes in ſuch caſes made and provided, within one month next after the ſaid tenth day of, &c.; and the ſaid Richard being maſter of the ſaid H. C. the younger, at L. aforeſaid, on the day and year laſt-mentioned, and by the ſpace of one month then next enſuing (the ſaid month being the time in and by the ſtatutes in ſuch caſes made and provided, within which the ſaid ſum of ten ſhillings and ſixpence ought to have been paid), did neglect to pay the ſame, according to the form of the ſtatutes in ſuch caſes made and provided, by means whereof an action hath accrued to our ſaid lord the king and to the ſaid H. C. the elder, who as well, &c. to demand and have of the ſaid Richard the ſum of fifty pounds, parcel of the ſaid one hundred pounds above demanded: And whereas afterwards, and after the ſaid firſt day of May, A. D. 1715, to wit, on, &c. [go on as in the firſt Count to this mark ‡ then proceed]; and the ſaid H. C. the younger laſt named, on, &c. was, by and with the conſent of him the ſaid H. C. the younger, according to the ſaid cuſtom of the ſaid city, and in purſuance of the ſaid contract and agreement laſt-mentioned between the ſaid R. and H. C. who, &c. turned over apprentice to the ſaid R. to learn his ſaid trade or myſtery of an ironmonger, and with him after the manner of an apprentice to ſerve for and during the reſidue of the ſaid term in the ſaid laſt-mentioned indenture mentioned, which was then to come and unexpired, which ſaid turning over of the ſaid H. C. the younger laſt named, was on, &c. before R. W. then mayor of the city of L. at the Guildhall of the ſame city, enrolled of record, according to the cuſtom of the ſaid city time out of mind uſed therein; and the ſaid Richard thereby became maſter of the ſaid H. C. the younger for the ſpace of ſix months from thence next enſuing, whereby the ſaid R. as maſter of the ſaid H. C. the younger laſt named, became liable and ought to have paid to our ſovereign lord the king the ſum of ten ſhillings and ſixpence, &c. &c. [as before], by reaſon of which an action hath accrued, &c. &c. fifty pounds, reſidue of the ſaid one hundred pounds above demanded. [Common concluſion in actions *qui tam.*]

LONDON, to wit. Samuel Smith, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of

Declaration on the ſtatute 12 c. 16. for the forbearing a ſum of money, part advanced in caſh, and the reſt charged as the price of watches; and of the ſum lent and actual value of the watches; with various other Counts.

Thomas Harding being, &c. of a plea that he render to our ſaid lord the king and to the ſaid Samuel who ſues as aforeſaid the ſum of three thouſand ſeven hundred and ſix pounds eight ſhillings and ſixpence of lawful money of Great Britain, which he owes to our ſaid lord the king and to the ſaid Samuel who ſues as aforeſaid and unjuſtly detains from them; for that the ſaid Thomas heretofore, to wit, on, &c. at, &c. in, &c. upon a certain corrupt contract then and there made between the ſaid Thomas and one David Old, took, accepted and received of and from the ſaid D. O. a certain ſum of money, to wit, the ſum of thirteen ſhillings and fourpence of lawful money of Great Britain by way of corrupt bargain and loan, for the forbearing and giving day of payment by the ſaid Thomas to the ſaid David Old, from thence, to wit, from the day and year laſt aforeſaid, until and upon the eighth day of February then next enſuing, that is to ſay, until and upon the eighth day of February, in the year of Our Lord 1784, of a certain other ſum of money, to wit, the ſum of ſeventy-nine pounds ſix ſhillings and eightpence of like lawful money, that is to ſay, of the ſum of fifty-eight pounds ſix ſhillings and eightpence of like lawful money, part thereof, then and there, to wit, on the ſaid ſeventeenth day of December, in the year of Our Lord 1783 aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, lent and advanced by the ſaid Thomas to the ſaid David Old, and of the further ſum of twenty-one pounds of like lawful money, reſidue thereof, being the ſum of money charged for and pretended to be the value of certain wares and merchandizes, that is to ſay, one gold watch and one ſilver watch, then and there, to wit, on the day and year laſt aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, bargained for and ſold by the ſaid Thomas to the ſaid David Old, which ſaid ſum of thirteen ſhillings and fourpence ſo as aforeſaid taken, accepted, and received by the ſaid Thomas of and from the ſaid David Old in manner and for the cauſe aforeſaid, exceeds the rate of five pounds for the forbearing of one hundred pounds for a year, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſaid ſtatute the ſaid Thomas forfeited for his ſaid offence the ſum of two hundred and thirty-eight pounds, being treble the value of the ſaid ſum of ſeventy-nine pounds ſix ſhillings and eightpence ſo forborne as aforeſaid; and by force of the ſaid ſtatute an action hath accrued to the ſaid Samuel, who ſues as aforeſaid, to demand and have for our ſaid lord the king and for himſelf in that behalf of and from the ſaid Thomas the ſaid ſum of two hundred and thirty-eight pounds ſo forfeited as aforeſaid, parcel of the ſaid ſum of three thouſand ſeven hundred and ſix pounds eight ſhillings and ſixpence above demanded: And alſo, for that the ſaid Thomas heretofore, to wit, on the ſaid ſeventeenth day of December, in the year of Our Lord 1783 aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, upon a certain other corrupt contract then and there made between the ſaid Thomas and the ſaid David Old, took, accepted, and received of and from the ſaid David Old a

certain

certain other ſum of money, to wit, the ſum of thirteen ſhillings and fourpence of like lawful money of Great Britain by way of corrupt bargain and loan, for the forbearing and giving day of payment by the ſaid Thomas to the ſaid David Old, from thence, to wit, from the day and year laſt aforeſaid until and upon the ſaid eighth day of February then next enſuing, that is to ſay, until and upon the eighth day of February, in the year of Our Lord 1784 aforeſaid, of a certain other ſum of money, to wit, the ſum of fifty-eight pounds ſix ſhillings and eightpence of like lawful money, then and there, to wit, on the ſaid ſeventeenth day of December, in the year of Our Lord 1783 aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, lent and advanced by the ſaid Thomas to the ſaid David Old, which ſaid laſt-mentioned ſum of thirteen ſhillings and fourpence ſo as laſt aforeſaid taken, accepted, and received by the ſaid Thomas of and from the ſaid David Old in manner and for the cauſe laſt aforeſaid, exceeds the rate of five pounds for the forbearing of one hundred pounds for a year, contrary to the form of the ſtatute in ſuch caſe made and provided: whereby and by force of the ſaid ſtatute the ſaid Thomas forfeited for his ſaid laſt-mentioned offence the further ſum of one hundred and ſeventy-five pounds, being treble the value of the ſaid laſt-mentioned ſum of fifty-eight pounds ſix ſhillings and eightpence ſo forfeited as laſt aforeſaid, and thereby and by force of the ſaid ſtatute an action hath accrued to the ſaid Samuel, who ſues as aforeſaid, to demand and have for our ſaid lord the king and for himſelf in this behalf of and from the ſaid Thomas the ſaid ſum of one hundred and ſeventy-five pounds ſo forfeited as laſt aforeſaid, other parcel of the ſaid ſum of three thouſand ſeven hundred and ſix pounds eight ſhillings and ſixpence above demanded. [3d Count like the firſt, only ſtating the time of forbearance to have been till the eleventh day of February inſtead of the eighth. 4th Count like the ſecond, with the ſame difference as between the firſt and third, that is, changing the eighth of February to the eleventh]. 5th Count, And alſo, for that the ſaid Thomas heretofore, to wit, on the ſaid ſeventeenth day of December, in the year of Our Lord 1783 aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, upon a certain other corrupt contract then and there made between the ſaid Thomas and the ſaid David Old, took, accepted, and received of and from the ſaid David Old a certain other ſum of money, to wit, the ſum of fourteen ſhillings and ſixpence of like lawful money of Great Britain, by way of corrupt bargain and loan for the forbearing and giving day of payment by the ſaid Thomas to the ſaid David Old, from thence, to wit, from the day and year laſt aforeſaid until and upon the ſaid eighth day of February then next enſuing, that is to ſay, until and upon the ſaid eighth day of February, in the year of Our Lord 1784 aforeſaid, to wit, the ſum of ſeventy-nine pounds five ſhillings and ſixpence of like lawful money, that is to ſay, of the ſum of fifty-eight pounds five ſhillings and ſixpence of like lawful money, part thereof, then and there, to wit, on the ſaid ſeventeenth day of December, in the

3d Count.

4th Count.

5th Count.

year of Our Lord 1783 aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, lent and advanced by the ſaid Thomas to the ſaid David Old, and of the further ſum of twenty-one pounds of like lawful money, reſidue thereof, being the ſum of money charged for and pretended to be of the value of certain other wares and merchandizes, that is to ſay, one gold watch and one ſilver watch, then and there, to wit, on the day and year laſt aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, bargained for and ſold by the ſaid Thomas to the ſaid David Old, which ſaid laſt-mentioned ſum of *fourteen ſhillings and ſixpence* ſo as laſt aforeſaid accepted, taken, and received by the ſaid Thomas of and from the ſaid David Old in manner and for the cauſe laſt aforeſaid, exceeds the rate of five pounds for the forbearing of one hundred pounds for a year, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſaid ſtatute the ſaid Thomas forfeited for his ſaid laſt-mentioned offence the further ſum of two hundred and thirty-ſeven pounds, being treble the value of the ſaid ſum of ſeventy-nine pounds ſo forborne as laſt aforeſaid, and thereby and by force of the ſaid ſtatute an action hath accrued to the ſaid Samuel, who ſues as aforeſaid, to demand and have for our ſaid lord the king and for himſelf in this behalf of and from the ſaid Thomas the ſaid ſum of two hundred and thirty-ſeven pounds ſo forfeited as laſt aforeſaid, other parcel of the ſaid ſum of three thouſand ſeven hundred and ſix pounds above demanded. 6th Count, For taking on the ſeventeenth day of December 1783 the ſum of fourteen ſhillings and ſixpence for forbearing until the ſaid eighth day of February the ſum of fifty-eight pounds then ſent by the defendant to Old. 7th Count, For taking on the ſaid ſeventeenth of December 1783 the ſum of fourteen ſhillings and ſixpence for forbearing until the eleventh day of February, of the ſum of ſeventy-nine pounds, that is to ſay, fifty-eight pounds lent, and twenty-one pounds charged as the value of the watches, being the ſame as the fifth Count, except the eleventh for the eighth February. 8th Count, For taking on the ſaid ſeventeenth December 1783 the ſum of fourteen ſhillings and ſixpence for forbearing until the eleventh of February the ſum of fifty-eight pounds then lent by defendant to *Old*, being the ſame as the ſixth Count, with the like difference as between the fifth and ſeventh Counts. 9th Count, And alſo for that the ſaid Thomas heretofore, to wit, on the ſaid ſeventeenth day of December A. D. 1783, at, &c. in, &c. upon a certain other corrupt contract then and there made between the ſaid Thomas and the ſaid D. O. took, accepted, and received of and from the ſaid D. O. a certain other ſum of money, to wit, the ſum of eleven pounds thirteen ſhillings and fourpence of like lawful money of Great Britain, by way of corrupt bargain and loan for the forbearing and giving day of payment by the ſaid Thomas to the ſaid David Old, from thence, to wit, from the day and year laſt aforeſaid until and upon the ſaid eighth day of February then next enſuing, that is to ſay, until and upon the ſaid eighth day of February in the year of Our Lord 1784, of a certain other

other ſum of money, to wit, the ſum of ſixty-eight pounds ſix ſhillings and eightpence of like lawful money, that is to ſay, of the ſum of fifty-eight pounds ſix ſhillings and eightpence of like lawful money, part thereof then and there, to wit, on the ſaid ſeventeenth day of December, in the year of Our Lord 1783 aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, lent and advanced by the ſaid Thomas to the ſaid David Old, and of the further ſum of ten pounds of like lawful money, reſidue thereof, being the real value of certain other wares and merchandizes, that is to ſay, one gold watch and one ſilver watch, then and there, to wit, on the day and year laſt aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, bargained for and ſold by the ſaid Thomas to the ſaid David Old, which ſaid laſt-mentioned ſum of eleven pounds thirteen ſhillings and fourpence ſo as laſt aforeſaid taken, accepted, and received by the ſaid Thomas of and from the ſaid David Old, in manner and for the cauſe laſt aforeſaid, exceeds the rate of five pounds for the forbearing of one hundred pounds for a year, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſaid ſtatute the ſaid Thomas forfeited for his ſaid laſt-mentioned offence the further ſum of two hundred and five pounds, being treble the value of the ſaid ſum of ſixty-eight pounds ſix ſhillings and eightpence ſo forborne as laſt aforeſaid, and thereby and by force of the ſaid ſtatute an action hath accrued to the ſaid Samuel, who ſues as aforeſaid, to demand and have for our ſaid lord the king and for himſelf in this behalf of and from the ſaid Thomas the ſaid laſt-mentioned ſum of two hundred and five pounds ſo forfeited as laſt aforeſaid, other parcel of the ſaid ſum of three thouſand ſeven hundred and ſix pounds eight ſhillings and ſixpence above demanded. 10th Count ſame as the 9th, only ſubſtituting the eleventh for the eighth of February 11th Count, for taking on the ſeventeenth December 1783 the ſum of eleven pounds fourteen ſhillings and ſixpence for forbearing until the eighth February, the ſum of ſixty eight pounds, that is to ſay, the ſum of fifty-eight pounds lent, and ten pounds, the real value of the watches, being the ſame as the ninth Count, except in the ſums of money lent and taken for intereſt. 12th Count like the tenth, except in the ſums lent and taken for intereſt, and alſo like the eleventh, except that the time of forbearance is ſtated to be until the eleventh inſtead of the eighth February. (All the former Counts ſtate the intereſt to have been taken from Old.) 13th Count, And alſo for that the ſaid Thomas, to wit, on the ſaid eleventh day of February 1784 aforeſaid, to wit, at, &c. in, &c. upon a certain other corrupt contract then and there, to wit, on the ſaid ſeventeenth day of December A. D. 1783, at, &c. in, &c. made between the ſaid Thomas and the ſaid D. O. took, accepted, and received of and from one W. H. a certain other ſum of money, to wit, the ſum of thirteen ſhillings and fourpence of like lawful money of Great Britain by way of corrupt bargain and loan, for having forborne and given day of payment to him the ſaid D. O. from thence, to wit, from the day and

10th Count.

12th Count.

12th Count.

13th Count.

year laſt aforeſaid until and upon the ſaid eleventh day of February A. D. 1784 aforeſaid, of a certain other ſum of money, to wit, the ſum of ſeventy-nine pounds of like lawful money, that is to ſay, the ſum of fifty-eight pounds of like lawful money, part thereof theretofore, to wit, on the ſaid ſeventeenth day of December A. D. 1783 aforeſaid, at, &c. in, &c. lent and advanced by the ſaid Thomas to the ſaid D. O. and of the further ſum of twenty-one pounds of like lawful money, reſidue thereof, being the ſum charged for and pretended to be the value of certain other wares and merchandize, that is to ſay, one gold watch and one ſilver watch, then and there, to wit, on, &c. at, &c. in, &c. bargained for and ſold by the ſaid Thomas to the ſaid D. O. which ſaid laſt-mentioned ſum of thirteen ſhillings and fourpence ſo as laſt aforeſaid taken, accepted, and received by the ſaid Thomas of and from the ſaid W. H. in manner and for the cauſe laſt aforeſaid, exceeds the rate of five pounds for the forbearing of one hundred pounds for a year, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſaid ſtatute the ſaid Thomas forfeited for his ſaid laſt-mentioned offence the further ſum of two hundred and thirty-eight pounds, being treble the value of the ſaid laſt-mentioned ſum of ſeventy-nine pounds ſo forborne as laſt aforeſaid, and thereby and by force of the ſaid ſtatute an action hath accrued, &c. &c. 14th Count. For taking on the ſaid eleventh day of February from the ſaid W. H. the ſum of thirteen ſhillings and fourpence, for having forborne to the ſaid D. O. from the ſaid ſeventeenth day of December until the eleventh of February the ſum of fifty-eight pounds on the ſaid ſeventeenth day of December, lent to the ſaid D. O. 15th Count like the thirteenth, only ſtating the ſum taken for intereſt to have been fourteen ſhillings and ſixpence inſtead of thirteen ſhillings and fourpence, and the ſum forborne inſtead of ſeventy-nine pounds ſix ſhillings and eightpence to have been ſeventy-nine pounds five ſhillings and ſixpence, that is to ſay, the ſum of fifty-eight pounds five ſhillings and ſixpence inſtead of fifty-eight pounds ſix ſhillings and eightpence lent, and the further ſum of twenty-one pounds charged for and pretended to be the value of the watches. 16th Count like the fourteenth, for taking on the ſaid eleventh day of February from the ſaid W. H. the ſum of fourteen ſhillings and ſixpence inſtead of thirteen ſhillings and fourpence, for having forborne to the ſaid D. O. from the ſaid ſeventeenth day of December till the eleventh day of February the ſum of fifty-eight pounds five ſhillings and ſixpence inſtead of fifty-eight pounds ſix ſhillings and eightpence, on the ſaid ſeventeenth day of December lent by the defendant to D. O. 17th Count, For taking from W. H. on the eleventh of February the ſum of eleven pounds thirteen ſhillings and fourpence for having forborne to D. O. the ſum of ſixty-eight pounds ſix ſhillings and eightpence, that is to ſay, the ſum of fifty-eight pounds ſix ſhillings and eightpence, part thereof theretofore, to wit, on, &c. lent and advanced by the ſaid Thomas to the ſaid D. O. and of the further ſum of ten pounds of like, &c. reſidue thereof, being the real value of certain other wares and merchandizes

chandizes, that is to ſay, one gold, &c. then and there, to wit, on, &c. bargained for and ſold by the ſaid Thomas to the ſaid D. O. 18th Count like the ſeventeenth, only ſtating the ſum taken for intereſt to have been eleven pounds fourteen ſhillings and ſixpence, and the ſum forborne, inſtead of ſixty-eight pounds ſix ſhillings and eightpence to have been ſixty-eight pounds five ſhillings and ſixpence, that is to ſay, the ſum of fifty-eight pounds five ſhillings and ſixpence inſtead of fifty-eight pounds ſix ſhillings and eightpence lent, and the further ſum of ten pounds, the real value of the watches. 18th Count.

On the trial of this cauſe the fact appeared to be, that the defendant had diſcounted for Old on the ſeventeenth day of December a bill for eighty pounds, dated the eighth of the ſame month, and drawn upon W. H. at two months, and due on the eleventh of February, when it was regularly paid the defendant Old; in part payment, gave two watches valued at twenty guineas, though in truth worth only ten pounds, and computed the diſcount for the whole two months (being thirteen ſhillings and fourpence) though near a fortnight was expired, beſides which he ſaid he never paid odd *halfpence*, and deducted another ſhilling out of the caſh Old was to have received for a bowl of punch, upon which the plaintiff had a verdict.

Trinity Term, 21. Geo. III.

PARKINSON, who, &c. *againſt* GRIFFITHS. } LONDON, to wit. And whereas the ſaid Tudor Griffiths, after the twenty-ninth day of September, in the year of Our Lord 1714 aforeſaid, and before the day of exhibiting of the bill of the ſaid John Parkinſon who ſues as aforeſaid, to wit, on the twenty-ſeventh day of September, in the year of Our Lord 1780, at London aforeſaid, in the pariſh and ward aforeſaid, by and upon a certain other corrupt contract and agreement made by and between the ſaid Tudor Griffiths and the ſaid Thomas Daniel and John Wall after the ſaid twenty-ninth day of September, in the year of Our Lord 1714 aforeſaid, to wit, on the ſixteenth day of June, in the year of Our Lord 1780 aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, did take, accept, and receive from the ſaid Thomas Daniel and John Wall the ſum of nine pounds eighteen ſhillings and ſevenpence of lawful money of Great Britain for the ſaid Tudor Griffiths's forbearing and giving to the ſaid Thomas Daniel and John Wall day of payment to the ſaid Tudor Griffiths of the ſum of five hundred and ſixty pounds and eighteen ſhillings before then, to wit, on the ſaid ſixteenth day of June, in the year of Our Lord 1784 aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, lent by the ſaid Tudor Griffiths to the ſaid Thomas Daniel and John Wall from the ſaid time of the ſaid lending thereof in manner and form following, to wit, the ſum of three hundred pounds, part thereof, until the twelfth day of September, in the year of Our Lord 1780, the ſum of ſixty pounds and eighteen ſhillings, other part thereof, until the ſeventeenth day of September in the year laſt aforeſaid, and the ſum of two hundred pounds, reſidue thereof, until the twenty-ſecond day of September in

Count on the ſtatute of uſury, 12 Ann. c. 16. for the forbearing a ſum of money paid at three different times.

in the year laſt aforeſaid, which ſaid ſum of nine pounds eighteen ſhillings and ſevenpence ſo taken, accepted, and received by the ſaid Tudor of and from the ſaid Thomas Daniel and John as laſt aforeſaid, on occaſion and for the forbearance laſt aforeſaid, exceeds the rate of five pounds for forbearing of one hundred pounds for one year, contrary to the form of the ſtatute in ſuch caſe made and provided; by reaſon whereof, and by force of the ſtatute in ſuch caſe made and provided, the ſaid Tudor hath forfeited for his ſaid laſt-mentioned offence the ſum of one thouſand ſix hundred and eighty-two pounds, being the treble value of the ſaid five hundred and ſixty pounds ſo lent and ſo forborne as aforeſaid, by reaſon of which ſaid premiſes, and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to his ſaid majeſty and the ſaid John who ſues as aforeſaid to demand and have for our ſaid lord the king and the ſaid John who ſues as aforeſaid, of and from the ſaid Tudor, the ſaid one thouſand ſix hundred and eighty-two pounds ſo forfeited as aforeſaid, other parcel of the ſaid four thouſand eight hundred and nineteen pounds above demanded.

G. Wood.

Plea in abatement that the contracts were made by the defendant and two other perſons jointly.

And the ſaid Tudor in his own proper perſon comes and prays judgment of the bill aforeſaid, and that the ſame may be quaſhed; becauſe he ſays, that the ſeveral and reſpective contracts and agreements in the bill aforeſaid alledged to have been made by and btween the ſaid Tudor and Thomas Daniel and John (if any ſuch were made) were made between the ſaid Tudor and J. C. and J. D. of the one part, and the ſaid Thomas Daniel and John of the other part, and not between the ſaid Tudor and the ſaid Thomas Daniel and John only, to wit, at London aforeſaid, in the pariſh and ward aforeſaid; wherefore, ſince the ſaid J. C. and J. D. are not named and made defendants in the ſaid bill, the ſaid Tudor prays judgment thereof, and that the ſame may be quaſhed, &c.

J. Morgan.

Declaration on the ſtatute of 5 & 9 Ann. c. 14. againſt a pawnbroker, taking the advantage and intereſt and a pledge.

LONDON, to wit. Lewis Openheim *(qui tam)* againſt Thomas Hammond, of a plea that he render, &c.; for that whereas after the twenty-ninth day of September A. D. 1714, that is to ſay, on, &c. at, &c. in, &c. it was corruptly, and againſt the form of the ſtatute in ſuch caſe made and provided, agreed between the ſaid Thomas and one J. B. that the ſaid Thomas ſhould lend to the ſaid J. B. the ſum of fifty-two pounds ten ſhillings, to be repaid by the ſaid J. B. to the ſaid Thomas whenſoever the ſaid Thomas ſhould think fit to repay the ſame, ſo as ſuch repayment thereof ſhould be made within the ſpace of calendar months next after the lending thereof to the ſaid Thomas by the ſaid Thomas, and that the ſaid Thomas ſhould forbear and give to the ſaid J. B. time for the repayment to the ſaid Thomas of the ſaid ſum of fifty-two pounds ten ſhillings ſo to be lent by the ſaid Thomas

to

to the ſaid Joſeph, to wit, all ſuch time as the ſaid J. B. ſhould think fit to take for that purpoſe, not exceeding calendar months from the time of the lending the ſaid ſum of fifty-two pounds ten ſhillings by the ſaid Thomas to the ſaid Joſeph; and that the ſaid Joſeph for the forbearing and giving time of payment of the ſaid ſum of fifty-two pounds ten ſhillings ſo to be lent by the ſaid Thomas to the ſaid J. B. as aforeſaid, ſhould pay and give to the ſaid Thomas the ſum of fourpence for every twenty ſhillings of the ſaid fifty-two pounds, and twopence for the ſaid ten ſhillings for every calendar month, and fourpence for every twenty ſhillings of the ſaid fifty-two pounds, and twopence for the ſaid ten ſhillings for all ſuch odd days leſs than a calendar month of all ſuch time as ſhould run out or elapſe between the time of the lending of the ſaid ſum of fifty-two pounds ten ſhillings by the ſaid Thomas to the ſaid J. B. and the time of the repayment of the ſaid fifty-two pounds ten ſhillings by the ſaid Joſeph to the ſaid Thomas; and that for ſecuring as well of the repayment to the ſaid Thomas of the ſaid ſum of fifty-two pounds ten ſhillings ſo to be lent by him the ſaid Thomas to the ſaid Joſeph as aforeſaid, and alſo of the payment to the ſaid Thomas of the ſaid money ſo to be given and paid by the ſaid J. B. to the ſaid Thomas for the ſaid forbearing and giving to the ſaid J. B. time of payment to the ſaid Thomas of the ſaid ſum of fifty-two pounds ten ſhillings ſo to be lent by the ſaid Thomas to the ſaid Joſeph; he the ſaid Joſeph ſhould at the time of lending of the ſaid fifty-two pounds ten ſhillings by the ſaid Thomas to the ſaid Joſeph, depoſit and leave in the hands of the ſaid Thomas as a pledge or pawn divers goods and chattels, to wit, four ſilver candleſticks, &c. &c. being goods and chattels of a much greater value than the ſum of fifty two pounds ten ſhillings, and the intereſt thereof at the rate aforeſaid, for calendar months, to wit, of the value of one hundred and twenty pounds, and that the ſaid Joſeph ſhould pay to the ſaid Thomas the ſaid fifty-two pounds ten ſhillings ſo to be lent by the ſaid Thomas to the ſaid J. B. as aforeſaid, together with the intereſt thereof, at and after the rate aforeſaid, within the ſaid ſpace of calendar months next after the ſaid lending of the ſaid fifty-two pounds ten ſhillings by the ſaid Thomas to the ſaid J. B. or at the end of thoſe calendar months, and that if the ſaid J. B. ſhould make default therein, that then the ſaid Thomas ſhould be at liberty to keep and retain the ſaid pledges for ever thereafter as his own property, irredeemable by the ſaid J. B. or to ſell and diſpoſe of the ſame to ſatisfy himſelf the ſaid fifty-two pounds ten ſhillings, and the intereſt thereof at his own election; And the ſaid Lewis, who ſues as aforeſaid, further ſaith, that in purſuance and performance of the ſaid corrupt agreement he the ſaid Thomas afterwards, that is to ſay, on, &c. at, &c. in, &c. did lend unto the ſaid J. B. the ſaid ſum of fifty-two pounds ten ſhillings ſo agreed to be lent as aforeſaid by the ſaid Thomas to the ſaid J. B. to be repaid to the ſaid Thomas by the aforeſaid Joſeph when the ſaid J. B. ſhould think fit to repay the ſame, ſo

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as ſuch repayment thereof ſhould be made to the ſaid Thomas within the ſpace of calendar months next after the ſaid lending thereof by the ſaid Thomas to the ſaid Joſeph; and the ſaid Thomas did then and there forbear and give to the ſaid J. B. time for the repayment to the ſaid Thomas of the ſaid ſum of fifty-two pounds ten ſhillings, ſo by the ſaid Thomas lent and advanced to the ſaid Joſeph as aforeſaid, to wit, all ſuch time as the ſaid Joſeph ſhould think fit to take for that purpoſe, not exceeding calendar months, from the ſaid time of the ſaid lending of the ſaid ſum of fifty-two pounds ten ſhillings by the ſaid Thomas to the ſaid Joſeph; and the ſaid Joſeph then and there for the ſecuring as well the repayment to the ſaid Thomas of the ſaid fifty-two pounds ten ſhillings ſo by the ſaid Thomas lent to the ſaid Joſeph as aforeſaid, as alſo of the payment to the ſaid Thomas of the ſaid money ſo agreed to be given and paid by the ſaid Joſeph to the ſaid Thomas for the ſaid forbearing, and giving time of payment as aforeſaid of the ſaid ſum of fifty-two pounds ten ſhillings ſo lent by the ſaid Thomas to the ſaid Joſeph as aforeſaid, did at the ſame time and place of the ſaid lending of the ſaid ſum of fifty-two pounds ten ſhillings by the ſaid Thomas to the ſaid Joſeph as aforeſaid, depoſit and leave in the hands of the ſaid Thomas as a pledge or pawn the ſaid goods and chattels above particularly mentioned, and ſo agreed to be ſo depoſited and left in the hands of the ſaid Thomas, and which ſaid goods and chattels he the ſaid Thomas then and there accepted and received as a pawn or pledge for the purpoſe aforeſaid, according to the form and effect of the ſaid agreement: And the ſaid Lewis, who ſues as aforeſaid, further ſays, that the ſaid Joſeph afterwards, to wit, on, &c. at, &c. in, &c. redeemed the ſaid pawn or pledge, and then and there repaid to the ſaid Thomas the ſaid fifty-two pounds ten ſhillings, ſo lent by the ſaid Thomas to the ſaid Joſeph as aforeſaid, and then and there at the time and place laſt aforeſaid, according to the form and effect of the ſaid agreement, gave and paid unto the ſaid Thomas the ſum of one pound fifteen ſhillings for the forbearing and giving to the ſaid Joſeph time of repayment to the ſaid Thomas of the ſaid fifty-two pounds ten ſhillings, from the ſaid time of the ſaid lending of the ſaid ſum of fifty-two pounds ten ſhillings by the ſaid Thomas to the ſaid Joſeph as aforeſaid, to the ſaid time of the ſaid repayment to the ſaid Thomas of the ſaid fifty-two pounds ten ſhillings by the ſaid J. B. as aforeſaid, being at and after the rate of fourpence for every twenty ſhillings of the ſaid fifty-two pounds, and twopence for the ſaid ten ſhillings for every calendar month; and of fourpence for every twenty ſhillings of the ſaid fifty-two pounds, and twopence for the ſaid ten ſhillings for the odd days leſs than a calendar month of all ſuch time as had run out and elapſed between the ſaid time of the ſaid lending of the ſaid ſum of fifty-two pounds ten ſhillings by the ſaid Thomas to the ſaid Joſeph, which ſaid ſum of one pound fifteen ſhillings ſo given and paid by the ſaid Joſeph to the ſaid Thomas in manner and for the cauſe aforeſaid, he the ſaid Thomas then and there according to the ſaid agreement took, accepted,

accepted, and received of and from the ſaid J. B. for the ſaid forbearing and giving to the ſaid J. B. time for the repayment to the ſaid Thomas of the ſaid ſum of fifty-two pounds ten ſhillings ſo by him the ſaid Thomas lent to the ſaid J. B. as aforeſaid, from the ſaid time of the ſaid lending thereof to the ſaid J. B. to the time of the ſaid repayment thereof to the ſaid Thomas according to the ſaid agreement, and which ſaid ſum of one pound fifteen ſhillings ſo given and paid by the ſaid J. B. to the ſaid Thomas as aforeſaid, and for the cauſe aforeſaid, and ſo accepted, had, and received by the ſaid Thomas of the ſaid J. B. as aforeſaid, and for the cauſe aforeſaid, exceeds the rate of five pounds for the forbearing of one hundred pounds for one year, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid Lewis, who ſues as aforeſaid, to demand and have for our ſaid lord the king and for himſelf the ſaid Lewis of and from the ſaid Thomas the ſum of one hundred and fifty-ſeven pounds ten ſhillings, being treble the value of the ſaid ſum of fifty-two pounds ten ſhillings ſo lent by the ſaid Thomas to the ſaid Joſeph as aforeſaid, and ſo forborne by the ſaid Thomas as aforeſaid, parcel of the ſaid, &c. above demanded. [There were other general accounts for taking uſurious intereſts upon corrupt contracts for the loan of the money, from the time of its being advanced to the time of the repayment, &c. &c.]

See Burr. Rep. 20.

MIDDLESEX, to wit. Elizabeth Read, who ſues as well for our ſovereign lord the king as for herſelf in this behalf, complains againſt James Maſſie, being in the cuſtody, &c. of a plea that the ſaid James render to our ſaid lord the king, and to the ſaid Elizabeth who ſues as aforeſaid, one thouſand five hundred pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from them; for that whereas after the twenty-ninth day of September, which was in the year of Our Lord 1714, and before the exhibiting of the bill of the ſaid Elizabeth, who ſues as aforeſaid, to wit, on the fourteenth of April in the year of Our Lord 1785, at the pariſh of St. Martin in the Fields, in the city of Weſtminſter, in the ſaid county of Middleſex, it was corruptly and againſt the form of the ſtatute in ſuch caſe made and provided, agreed by and between the ſaid James of the one part, and one Thomas Gray of the other part, that he the ſaid James ſhould lend to the ſaid Thomas Gray the ſum of one hundred pounds of lawful money of Great Britain, and ſhould forbear and give day of payment thereof five months after, and that the ſaid James for the loan and forbearance of the ſaid ſum of one hundred pounds for that time by the ſaid James, ſhould pay to the ſaid James the ſum of ten pounds of like lawful money; and that the ſaid Thomas Gray for the ſecuring of the payment as well of the ſaid ſum of one hundred pounds ſo to be lent as aforeſaid, as of the ſaid ten pounds to be

Declaration on the ſtatute of uſury, ſtating the agreement, and a note given in purſuance of it, with ſeveral other Counts.

be paid for the forbearing and giving day of payment, thereof in manner as aforeſaid, ſhould on the ſame fourteenth day of April, in the ſaid year of Our Lord 1785, make and deliver his certain note in writing, commonly called a promiſſory note, with his own proper hand thereto ſubſcribed, to bear date the ſame day and year laſt aforeſaid, whereby he the ſaid Thomas Gray five months after date of the ſaid note ſhould promiſe to pay to the ſaid James Maſſie, or order, the ſum of one hundred and ten pounds: And the ſaid Elizabeth, who ſues as aforeſaid, in fact further ſaith, that in purſuance of the ſaid corrupt bargain and agreement ſo made as aforeſaid, he the ſaid James afterwards, to wit, on, &c. at, &c. in, &c. did lend to the ſaid Thomas Gray the ſaid ſum of one hundred pounds, and the ſaid Thomas Gray did then and there for the ſecuring the payment as well of the ſaid ſum of one hundred pounds ſo lent by the ſaid James to the ſaid T. G. as aforeſaid, as of the ſaid ten pounds ſo to be paid by the ſaid T. G. as aforeſaid for the loan and forbearance in manner aforeſaid, make his certain note in writing, commonly called a promiſſory note, with his own proper hand thereunto ſubſcribed, bearing date the ſame day and year laſt aforeſaid, whereby he the ſaid T. G. did five months after the date of the ſaid note, promiſe to pay to the ſaid James or order the ſum of one hundred and ten pounds, value received by him the ſaid T. G. which ſaid note he the ſaid T. G. then and there delivered to the ſaid James for the cauſe aforeſaid: And the ſaid Elizabeth, who ſues as aforeſaid, further ſaith, that the ſaid James afterwards, and after the ſaid twenty-ninth day of September, A. D. 1714, and before the exhibiting the bill of the ſaid Elizabeth, who ſues as aforeſaid, to wit, on, &c. at, &c. in, &c. in purſuance of the ſaid corrupt bargain and agreement ſo made as aforeſaid, took, accepted, and received, and had from the ſaid T. G. the ſaid ſum of ten pounds for the loan and forbearance of the ſum of one hundred pounds for the ſaid five months mentioned in the ſaid note, which ſaid ſum of ten pounds ſo taken, accepted, received, and had by the ſaid James for the cauſe aforeſaid, exceeds the rate of five pounds for the forbearing and giving day of payment of the ſum of one hundred pounds for one year, contrary to the form of the ſtatute in ſuch caſe made and provided; by means whereof, and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid Elizabeth, who ſues as aforeſaid, to demand and have of and from the ſaid James, as well for our ſaid lord the king as for herſelf the ſaid Elizabeth, who ſues as aforeſaid, the ſum of three hundred pounds, being treble the value of the ſaid ſum of one hundred pounds ſo lent by the ſaid James to the ſaid T. G. and parcel of the ſaid ſum of one thouſand five hundred pounds above demanded: That the defendant on the ſaid thirteenth day of October, upon a corrupt contract made on the fourteenth day of April 1785, received from the ſaid T. G. another ſum of ten pounds for forbearing another ſum of one hundred pounds before that time, to wit, on the ſaid fourteenth day of April lent by the ſaid James to the ſaid T. G. that is to ſay, for

2d Count.

the

the forbearing and giving day of payment of the ſaid laſt-mentioned ſum of one hundred pounds from the ſaid time of lending thereof until the expiration of five months then next following, to wit, until the fourteenth day of September, A. D. 1785, which ſaid laſt-mentioned ſum of ten pounds ſo taken exceeds, &c. &c.: And the ſaid Elizabeth, who ſues as aforeſaid, further ſays, that 3d Count. after the twenty-ninth day of September, A. D. 1714, and before the exhibiting the bill of the ſaid Elizabeth, who ſues as aforeſaid, to wit, on, &c. at, &c. it was corruptly and againſt the form of the ſtatute in ſuch caſe made and provided, agreed by and between the ſaid James of the one part, and the ſaid T. G. of the other part, that he the ſaid James ſhould lend to the ſaid T. G. the ſum of other one hundred pounds of like lawful, &c. and ſhould forbear and give day of payment thereof five months after that day, and that the ſaid T. G. for the loan and forbearance of the ſaid laſt-mentioned ſum of one hundred pounds for the time laſt aforeſaid by the ſaid James, ſhould pay to the ſaid James the ſum of other ten pounds of like, &c. at the end and expiration of the ſaid five months laſt-mentioned; and that the ſaid T. G. for the ſecuring of the payment as well of the ſaid laſt-mentioned ſum of one hundred pounds ſo to be lent as laſt aforeſaid, as of the laſt-mentioned ſum of ten pounds to be paid for the forbearing and giving day of payment thereof in manner as laſt aforeſaid, ſhould on the ſame fourteenth day of April 1785, make and deliver his certain other note in writing commonly called a promiſſory note, with his own proper hand thereunto ſubſcribed, to bear date the ſame day and year laſt aforeſaid, whereby he the ſaid T. G. five months after date of the ſaid laſt-mentioned note ſhould promiſe to pay to the ſaid James, or order, the ſum of other one hundred and ten pounds: And the ſaid Elizabeth, who ſues as aforeſaid, further ſaith, that in purſuance of the ſaid corrupt bargain and agreement ſo made as laſt aforeſaid, he the ſaid James, afterwards, to wit, on, &c. did lend to the ſaid T. G. the ſaid laſt-mentioned ſum of one hundred pounds, and the ſaid T. G. did then and there for the ſecuring the payment as well of the ſaid laſt-mentioned ſum of one hundred pounds ſo lent by the ſaid James to the ſaid T. G. as laſt aforeſaid, as of the ſaid laſt-mentioned ſum of ten pounds, ſo to be paid by the ſaid T. G. as laſt aforeſaid for the loan and forbearance thereof in manner aforeſaid, make his certain other note in writing, commonly called a promiſſory note, with his own proper hand thereunto ſubſcribed, bearing date the ſame day and year laſt aforeſaid, whereby he the ſaid James did five months after, &c. &c. (as in firſt Count): That the defendant on the thirteenth day of Octo- 4th Count. ber 1785, upon a contract made on the fourteenth day of April, took and accepted from T. G. ten pounds for the forbearing of one hundred pounds lent on the ſaid fourteenth day of April, that is to ſay, for the forbearing and giving day of payment of the ſaid laſt-mentioned ſum of one hundred pounds from the ſaid time of lending thereof for and during the ſpace of and until the end of five months then next following, and from and after the expiration of the

the ſaid five months until the ſaid thirteenth day of October, A. D. 1785, which ſaid laſt-mentioned ſum of ten pounds ſo taken exceeds, &c. &c: That the defendant on the thirteenth day of October 1785, upon a contract made on the fourteenth day of April, received ten pounds from T. G. for the forbearing of one hundred pounds lent on the fourteenth day of April, that is to ſay, from the time of lending thereof until the ſaid thirteenth day of October, A. D. 1785, which ſaid laſt-mentioned ſum of ten pounds, &c. exceeds, &c. Common concluſion in actions *qui tam.*

5th Count.

Declaration on the ſtatute of 2. G. 2. for practiſing as a *ſolicitor*, not having been inrolled, with a Count on the 12. Geo. 2. for practiſing as an attorney in the county court.

JAMES PAYNE, ESQUIRE, *againſt* ROBERT TUCKER. } FOR that the ſaid defendant, not regarding the ſtatute in ſuch caſe made and provided, nor fearing the penalty therein contained, after the making of a certain act of parliament, made at Weſtminſter, in the ſecond year of the reign of our late ſovereign lord king George the Second, late king of Great Britain, &c. intitled, "An Act for the better Regulation "of Attornies and Solicitors," and after the firſt day of December, A. D. 1730, mentioned in that act, and during the continuance of that act, and before the exhibiting of the bill of the ſaid plaintiff, to wit, on, &c. in the eleventh year of the reign of our lord the now king, at Weſtminſter, in the ſaid county, did unlawfully in his own name act as a ſolicitor in his majeſty's court of chancery (the ſaid court of chancery then being held at Weſtminſter, in the ſaid county of Middleſex) in a certain cauſe or ſuit then depending in that court between J. T. complainant, and M. B. R. B. and A. B. defendants, in proſecuting and carrying on the ſaid cauſe or ſuit on the part and behalf of the ſaid J. T. and as his ſolicitor in that cauſe for and in expectation of gain, fee, and reward, to be therefore payable and paid to him, he the ſaid defendant not being then nor having been at any time before then admitted and inrolled of any of the courts of law, or a ſolicitor of any of the courts of equity mentioned in the ſaid act, according to the direction of that act, and as required by that act, contrary to the form, &c. whereby and by force of that act the ſaid defendant forfeited for his ſaid offence fifty pounds; and whereby and by force of that act an action hath accrued unto the ſaid plaintiff to demand and have of and from the ſaid defendant the ſaid fifty pounds ſo forfeited as aforeſaid, parcel of the ſaid pounds above demanded: And the ſaid plaintiff further ſays, that the ſaid defendant not regarding the ſtatute in ſuch caſe made and provided, nor fearing the penalties therein contained, after the making of the aforeſaid act of parliament of the ſaid ſecond year of the reign of our ſaid late lord George the Second, late king of Great Britain, &c. and during the continuance of the ſaid act, and before the exhibiting of the bill of the ſaid plaintiff, to wit, on, &c. in the eleventh year of the reign of our ſaid lord the now king, at, &c. in, &c. did unlawfully *in the name of one F. D.* act as a ſolicitor

2d Count.

citor in his majeſty's ſaid court of chancery, the ſaid court of chancery then being, &c. [as in the 1ſt Count to the end.]: un- 3d Count.
lawfully *in his own name* did ſue and proſecute out of his majeſty's court of chancery, the ſaid court then being, &c. a certain writ of our ſaid lord the now king called a *recordari facias loquelam*, directed to the then ſheriff of the county of G. for his recording of his certain plaint, then depending in the ſaid then ſheriff's county court between the ſaid J. P. plaintiff, and one R. B. eſquire, defendant, in a plea of taking and unjuſtly detaining of the cattle of the ſaid J. P. and the ſaid ſheriff's having their record before his majeſty's juſtices, at Weſtminſter, in fifteen days then next following, on the part and behalf of the ſaid R. B. and as his attorney, for and in expectation, &c. &c. as before: [Like the 3d Count, 4th Count.
only leaving out the words "in his own name," in Italics:]
And the ſaid plaintiff further ſaith, that the ſaid defendant not re- 5th Count.
garding the ſtatute in ſuch caſe made and provided, nor in the leaſt fearing the penalties therein contained, after the making of the aforeſaid act of parliament of the ſaid ſecond year of the ſaid king George the Second, and during the continuance of that act, and after the making of a certain other act of parliament, made at Weſtminſter, in the twelfth year of the ſaid king George the Second, intitled, "An Act for continuing the ſaid act made in the "eighth Year of the Reign of her late Majeſty Queen Anne, to "regulate the Price and Aſſize of Bread, and for continuing, explaining, and amending the Act made in the ſecond Year of the "Reign of his preſent Majeſty for the better Regulation of Attornies and Solicitors;" and after the twenty-ſixth day of June, A. D. 1739, in the ſaid act of the ſaid twelfth year of the ſaid late king George the Second mentioned, and during the continuance of the ſaid laſt-mentioned act, and before the exhibiting the bill of the ſaid plaintiff, to wit, on, &c. in the eleventh year of, &c. at G. aforeſaid, in the ſaid county of G. unlawfully and againſt the form and effect of the ſaid act of the ſaid twelfth year of the reign of our ſaid late king George the Second, in the county court of the then ſheriff of the ſaid county of G. then and there held, did defend a certain action then depending in the ſaid county court at the ſuit of the ſaid J. P. againſt the ſaid R. B. in a plea of taking and unjuſtly detaining the cattle of the ſaid Iſaac, by then and there entering an appearance for the ſaid R. B. at the ſuit of the ſaid Iſaac in the ſaid county court in the ſaid plea, as the attorney of the ſaid R. B. in that ſuit, for and in expectation of gain, fee, and reward, to be therefore payable and paid to him the ſaid defendant: And the ſaid plaintiff further ſays, that the ſaid defendant was not, nor at any time before then had been admitted an attorney of any of the courts of law, or a ſolicitor of any of the courts of equity mentioned in the ſaid act of the reign of the ſaid late king George the Second, according to the ſaid act ſo made in the ſaid ſecond year of the reign of the ſaid late king George the Second, againſt the form of the ſtatute ſo made in the twelfth year

of the reign of the ſaid late king George the Second; whereby and by force of the ſaid ſtatute, an action hath accrued, &c. &c.

Trinity Term, 9. Geo. III.

Declaration on ſtat. 2. Geo. 2. c. 24. for *bribery* at an *election* for members of parliament.

CORNWALL, to wit. John Crocker complains of Alexander Cockayne, of the borough of Tregony, in the ſaid county, being, &c. of a plea that he render to him one thouſand pounds of lawful, &c. which he owes to and unjuſtly detains from him; for that whereas the borough of Tregony, in the ſaid county of Cornwall is an ancient borough, and for a long time paſt two burgeſſes of the ſaid borough have been elected and ſent, and have uſed and been accuſtomed, and of right ought to have been elected and ſent, and ſtill of right ought to be elected and ſent to ſerve as burgeſſes for the ſaid borough in the parliament of this kingdom, to wit, at the borough of T. aforeſaid, in, &c.: And whereas on, &c. in the eighth year of the reign of, &c. a certain writ of our ſaid lord the king, under the great ſeal of Great Britain, iſſued out of his ſaid majeſty's high court of chancery, the ſaid court then being at Weſtminſter, in the county of Middleſex, and directed to the then ſheriff of the county of C. by which ſaid writ our ſaid lord the king reciting, that whereas by the advice and aſſent of his ſaid majeſty's council, for certain reaſons and urgent affairs concerning his ſaid majeſty, the ſtate and defence of his ſaid majeſty's kingdom of Great Britain and the church, our ſaid lord the king had ordered a certain parliament to be holden at his majeſty's city of Weſtminſter, on the tenth day of, &c. then next enſuing, and there to treat and have conference with the prelates, great men, and peers of his majeſty's realm, our ſaid lord the king by the ſaid writ commanded and ſtrictly enjoined the ſaid ſheriff that proclamation being made of the day and place aforeſaid, in the then next county court of the ſaid ſheriff, to be holden after the receipt of that his ſaid majeſty's writ, two knights of the moſt fit and diſcreet in the ſaid county, girt with ſwords, and of every city of the ſaid ſheriff's county, two citizens, and of every borough in the ſame county, two burgeſſes of the moſt ſufficient and diſcreet, freely and indifferently by thoſe who at ſuch proclamation ſhould be preſent, according to the form of the ſtatute in ſuch caſe made and provided he ſhould cauſe to be elected, and the names of thoſe knights, citizens, and burgeſſes ſo to be elected, whether they ſhould be preſent or abſent, he ſhould cauſe to be inſerted in certain indentures to be thereupon made between the ſaid ſheriff and thoſe who ſhould be preſent at ſuch election, and them at the day and place aforeſaid, the ſaid ſheriff ſhould cauſe to come in ſuch manner, that the ſaid knights for themſelves, and the commonalty of the ſaid county, and the ſaid citizens and burgeſſes for themſelves, and the commonalty of the ſaid cities and boroughs reſpectively, might have from them full and ſufficient power to do and conſent to thoſe things which then and there by the common council of his ſaid majeſty's kingdom, by the bleſſing of God, ſhould

ſhould happen to be ordained upon the ſaid affairs, ſo that for want of ſuch power, or through an improvident election of the ſaid knights, citizens, or burgeſſes, the ſaid affairs might in nowiſe remain unfiniſhed; willing nevertheleſs, that neither the ſaid ſheriff nor any other ſheriff of that his ſaid majeſty's kingdom ſhould be in anywiſe elected; and the ſaid election in the ſaid ſheriff's full county ſo made diſtinctly and openly under his ſeal, and the ſeals of thoſe who ſhould be preſent at ſuch election, the ſaid ſheriff ſhould certify our ſaid lord the king in his chancery at the day and place aforeſaid without delay, remitting to our ſaid lord the king one part of the aforeſaid indentures annexed to the ſaid writ, together with the ſaid writ, which ſaid writ afterwards, and before the return thereof, that is to ſay, on, &c. at the borough of T. aforeſaid, in the ſaid county of C. was delivered to F. K. eſquire, who then and from thenceforth until and after the return of the ſaid writ was ſheriff of the ſaid county of C. to be executed in due form of law; by virtue of which ſaid writ the ſaid ſheriff afterwards, and before the return thereof, that is to ſay, on, &c. in the ſaid eighth year aforeſaid, at the borough of T. aforeſaid, made his precept in writing, ſealed with the ſeal of his office of ſheriff of the ſaid county of C. directed to the mayor and burgeſſes of the borough of T. of and for the election within the ſaid borough, being within the ſaid county of C. of two burgeſſes of the ſame borough, according to the form and effect of the ſaid writ; by virtue of which ſaid precept afterwards, and before the return thereof, to wit, on, &c. in the ſaid eighth year of the reign of his preſent majeſty at the borough of T. aforeſaid, in the ſaid county of C. an election of two burgeſſes of the ſaid borough, to ſerve as burgeſſes of the ſaid borough at the then next parliament, to be holden as aforeſaid, was had and made: And the ſaid J. C. further ſays, that at the time of the committing the ſeveral offences hereafter mentioned, and before and from thenceforth until and at the ſaid election, Francis Thomas Fitzmaurice, earl of Kerry, in the kingdom of Ireland, and Archibald Buchanan, eſquire, were candidates, that they might be elected and returned to ſerve as burgeſſes for the ſaid borough at the aforeſaid then next parliament, that is to ſay, at the borough of T. aforeſaid: and the ſaid J. C. further ſays, that the ſaid A. C. not regarding the ſtatute in that caſe made and provided, nor fearing the ſaid penalties therein contained, after the twenty-fourth day of June, A. D. 1729, and before the ſaid election of burgeſſes for the ſaid borough, to wit, on, &c. in the ſaid eighth year of, &c. at the borough of T. aforeſaid, in the ſaid county, he the ſaid A. C. then and there, and from thenceforth until and at the time of the election aforeſaid, having or claiming to have a right to vote in the ſaid election, and to give his vote in the ſaid election, did receive and take of and from P. C. eſquire, a large ſum of money, to wit, the ſum of twenty pounds of lawful money of Great Britain, as a gift or reward for his the ſaid A. C. giving his vote in the ſaid election for the ſaid Francis Thomas, and A. B. contrary to the form of the

ſtatute in ſuch caſe made and provided; whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid J. C. to demand and have of and from the ſaid A. C. five hundred pounds, part of the ſaid one thouſand pounds above demanded: And the ſaid J. C. further ſaith, that the ſaid A. C. not regarding the ſtatute in that caſe made and provided, nor fearing the ſaid penalties contained therein, after the twenty-fourth day of, &c. and before the ſaid election of Burgeſſes for the ſaid borough, to wit, on, &c. in the ſaid eighth year of, &c. at, &c. he the ſaid A. C. then and there, and from thenceforth until and at the time of the election aforeſaid, having or claiming to have a right to vote in the ſaid election, and to give his vote in the ſaid election, did *agree to receive and take* of and from the ſaid P. C. a large ſum of money, to wit, the ſum of twenty pounds of lawful, &c. as a gift or reward for his the ſaid A. C. giving his vote in the ſaid election for the ſaid Frances and A. B. contrary to the form of, &c.; whereby and by force of, &c. five hundred pounds, reſidue of the ſaid one thouſand pounds above demanded, yet, &c. [Common concluſion in debt.]

Declaration on the general clauſe of the turnpike act 7. Geo. 3.

MIDDLESEX, to wit. P. H. complains of W. H. the elder, W. H. the younger, and R. W. H. &c. of a plea that they render to him the ſum of twenty pounds which they owe to and unjuſtly detain from him, &c.; for that whereas the ſaid defendants, on, &c. at, &c. were and ſtill are indebted to the ſaid plaintiff in the ſum of twenty pounds of lawful money of Great Britain, being forfeited by an act of parliament paſſed in the ſeventh year of the reign of his preſent majeſty, intitled, "An "Act to explain, amend, and reduce into one Act of Parliament "the general Laws now in being for regulating the Turnpike "Roads of this Kingdom and for the purpoſes therein mention-"ed," by reaſon whereof and by force of the ſaid act of, &c. an action hath accrued to the ſaid plaintiff to demand and have of the ſaid defendant the aforeſaid twenty ſhillings, parcel of the ſaid twenty pounds above demanded; and alſo, whereas the ſaid defendants, on, &c. at, &c. borrowed of the ſaid plaintiff the ſum of nineteen pounds of lawful money of Great Britain, to be paid to the ſaid plaintiff whenever they ſhould be thereto afterwards requeſted; yet, &c. [Common concluſion in debt.]

Plea that defendant tendered to plaintiff the money in the declaration mentioned, before the bill exhibited.

And the ſaid defendants, by T. W. their attorney, come and defend the wrong and injury, when, &c. and ſay, that they do not owe to the ſaid plaintiff the ſaid twenty pounds or any part thereof in manner and form as the ſaid plaintiff hath above thereof complained againſt them; and of this they put themſelves upon the country: And for further plea as to the ſaid twenty ſhillings in the firſt Count of the ſaid declaration mentioned, they the ſaid defendants by leave, &c. according, &c. *actio non*; becauſe they ſay, that before the time of exhibiting of the bill of the ſaid plaintiff in this

this behalf, to wit, on, &c. at, &c. the ſaid plaintiff did cauſe to be delivered to them the ſaid defendants a certain note in writing, bearing date the ſame day and year laſt aforeſaid, ſubſcribed in the name of the ſaid plaintiff, to take notice that, on, &c. they did travel with, uſe, and drive [here recite the notice to the end down to witneſs], under which ſaid notice the ſaid plaintiff then and there alledged and gave notice in writing that his attorney was Mr. Long, of Clement's Inn, No. 9, ground floor; and the ſaid defendants further ſay, that the ſaid plaintiff and his place of abode then was, and from thence hitherto hath been, and ſtill is wholly unknown to them and each of them, and that the ſaid offence mentioned in the ſaid notice was and is the ſame identical offence mentioned in the ſaid declaration of the ſaid plaintiff, and that the ſaid defendants after the receiving the ſaid notice, and before the time of the commencement of the ſaid action againſt them, and within ten days next after the receiving of the ſaid notice, to wit, on, &c. at, &c. did offer to pay the ſaid ſum of twenty pounds to Henry M. Long, being the ſame perſon mentioned in the ſaid notice, to being ſuch attorney to the ſaid plaintiff, by way of amends for the ſuppoſed offence in the ſaid notice mentioned, and then and there tendered the ſame by way of ſuch amends in payment to the ſaid Henry, according to the form of the ſaid ſtatute mentioned in the ſaid declaration of the ſaid plaintiff, to receive which of and from the ſaid defendants he the ſaid H. M. L. then and there wholly refuſed: And the ſaid defendants aver, that the ſaid ſuppoſed offence mentioned in the ſaid notice, and the ſaid ſuppoſed offence mentioned in the firſt Count of the ſaid declaration are one and the ſame offence, and not divers or different offences, and that the ſaid R. H. the now plaintiff, and the ſaid R. H. whoſe name was ſo as aforeſaid ſubſcribed to the ſaid notice are one and the ſame perſon, and not divers and different perſons; and this, &c.; wherefore, &c. if, &c.

And the ſaid plaintiff, as to the ſaid plea of the ſaid defendants by them laſtly above pleaded in bar, ſays *prædict' non*; becauſe proteſting that the ſaid plea in manner and form above pleaded, and the matters therein contained, are not ſufficient in law, and that he hath no need nor is he obliged by the law of the land to anſwer thereto; for replication in this behalf the ſaid plaintiff ſays, that they the ſaid defendants did not, nor did any of them tender to the ſaid H. M. L. in the ſaid laſt plea mentioned the ſaid ſum of twenty ſhillings, in manner and form as the ſaid defendants have above in pleading alledged; and this he prays may be enquired of by the country; and the ſaid defendants do the like, &c.; therefore, &c.

Replication that they did not tender.

Declaration on the ſtatute of 21. Henry 8. c. 13. againſt a clergyman for holding tithes, and a farm upon leaſe, and for dealing in corn and wood.

EDWARD HEWETT *againſt* BENJAMIN H. PEPPER, CLERK, &c.

FOR that whereas by a certain act of parliament of our lord Henry the Eighth, late king of England, made in the twenty firſt year of his reign, it was enacted, ordained, and eſtabliſhed, that no ſpiritual perſons, &c. &c. [the 1ſt and 5th ſections of the 13th chapter are here recited] as by the ſaid act of parliament, relation being thereunto had, may more fully and at large appear; and the ſaid Edward who ſues as aforeſaid ſays, that the ſaid Benjamin, on, &c. and long before was, and from thence hitherto hath been, and yet is a ſpiritual perſon within the intent and meaning of the ſaid act; nevertheleſs the ſaid Benjamin ſo being a ſpiritual perſon within the intent and meaning of the ſaid act, not regarding the ſaid act, nor fearing the penalties therein contained, he the ſaid B. after the making of the ſaid act, while the ſaid B. ſo was ſuch ſpiritual perſon as aforeſaid, to wit, on, &c. *at, &c. in, &c. did take to farm to himſelf of and from one S. H. and of the late of the ſaid S. H. made after the making of the ſaid act, and while the ſaid B. ſo was ſuch ſpiritual perſon as aforeſaid, to wit, on, &c. at, &c. certain hereditaments, to wit, all and ſingular the tithes of corn yearly ariſing, renewing, ſpringing, and coming, of certain lands, to wit, two hundred acres of land with the appurtenances, ſituate, lying, and being in the pariſh of, &c. in the ſaid county of H. to hold to him for and during a certain term of years and from thence ſaid and next enſuing the end of the ſaid term of years mentioned in the ſaid leaſe, or deed to be compleated and ended, and held and occupied the ſame hereditaments and tithes under and by virtue of the ſaid leaſe; and by reaſon thereof, for and during the full and whole time and ſpace aforeſaid before the day of exhibiting* the bill of the ſaid Edward, who ſues, &c. the ſaid B. during the whole ſpace and time of eleven months, he the ſaid B. ſo continuing ſuch ſpiritual perſon, againſt the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſtatute in ſuch caſe made and provided he the ſaid Benjamin forfeited for his ſaid offence to our ſaid lord the now king and the ſaid Edward, who ſues as aforeſaid, one hundred and ten pounds, to wit, the ſum of ten pounds for each and every of the ſaid eleven months in which he the ſaid Benjamin ſo held and occupied the ſaid *hereditaments and* farm under and by virtue and reaſon of the ſaid leaſe; and whereby and by force of the ſaid ſtatute in ſuch caſe made and provided an action hath accrued to our ſaid lord the now king and the ſaid Edward, who ſues as aforeſaid, to aſk and have of and from the ſaid Benjamin, for our ſaid lord the king and the ſaid Edward, who ſues as aforeſaid, the ſaid ſum of one hundred and ten pounds ſo forfeited as aforeſaid, parcel of the ſaid two thouſand four hundred and eighty pounds above demanded: And the ſaid Edward who ſues as aforeſaid, &c. [2d Count more general than the firſt]: And the ſaid Edward who ſues as aforeſaid further ſays, that the ſaid B. ſo being a ſpiritual perſon as aforeſaid within the intent and meaning of the ſaid act, &c. &c. [like the 1ſt Count, except that inſtead of what is in Italic you ſay,] at the pariſh aforeſaid,

2d Count.

3d Count.

aforeſaid, in the county aforeſaid, did take to farm to himſelf of and from one W. R. and of the leaſe of the ſaid W. R. made by the ſaid W. R. to the ſaid Benjamin after the making the ſaid act, and while he the ſaid Benjamin ſo was ſuch ſpiritual perſon as aforeſaid, to wit, on, &c. at, &c. in, &c. for a certain term of years mentioned in the ſaid leaſe, certain other lands, to wit, one hundred acres of land, with the appurtenances, ſituate, lying, and being in the pariſh and county aforeſaid, and held and occupied the ſame by virtue of, and under and by reaſon of the ſaid laſt-mentioned leaſe, for and during the whole ſpace of time of eleven months next before the day of exhibiting, &c. &c. [as in the firſt Count, *mutatis mutandis* to the end. [3th Count like the third, with the ſame alterations as between the firſt and ſecond. 5th Count like the former ones to the offence], during the time that he the ſaid Benjamin ſo was and continued ſuch ſpiritual perſon as aforeſaid, to wit, on, &c. and on divers other days and times between that day and the day of the exhibiting of the bill of the ſaid Edward, who ſues as aforeſaid, at, &c. in, &c. bargained and bought to ſell again for lucre, gain, and profit, a large quantity of corn, to wit, wheat, barley, rye, beans, peas, oats, contrary to the form of the ſtatute in ſuch caſe made and provided, and which corn ſo by him the ſaid B. by himſelf bargained and bought to be ſold again at the reſpective times of the ſaid bargaining and buying the ſame, was of a large value, to wit, of the value of one hundred pounds; whereby and by force of the ſaid ſtatute the ſaid B. forfeited to our ſaid lord the king and to the ſaid Edward, who ſues as aforeſaid, three hundred pounds for his ſaid laſt-mentioned offence, being treble the value of the ſaid corn ſo bargained and bought to be ſold again as aforeſaid, and whereby, &c. an action, &c. [5th Count, bargained and bought, &c. by his ſervant. 7th and 8th Counts like the fifth and ſixth, only for wood inſtead of corn. 9th and 10th Counts like the fifth and ſixth, only for wool inſtead of corn. 11th and 12th Counts like the fifth and ſixth, only for malt inſtead of corn.

LONDON, to wit. William Beatty, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of Thomas Langdon, being in the cuſtody of, &c. in a plea that he render to our ſaid lord the king and to the ſaid William, who ſues as aforeſaid, the ſum of twenty pounds of good and lawful money of Great Britain which he owes to and unjuſtly detains from them; for that whereas the ſaid Thomas, before and at the time of the committing the ſeveral offences hereafter mentioned, was an houſeholder of the age of twenty-four years and upwards, dwelling and inhabiting in the city of London, being a city corporate, to wit, at the pariſh of, &c. in the ward of, &c. and there uſing a certain art, myſtery, or manual occupation, that is to ſay, the art, myſtery, or manual occupation of a ſhoemaker: And the ſaid William in fact further ſaith, that the ſaid Thomas ſo being ſuch houſeholder

Declaration the ſtatute 5. Eliz. c. 4. taking an prentice ſhoemaker leſs time ſeven years, for ſetting perſon at in the trad a ſhoem who had been an ap tice.

as aforesaid, not regarding the statute in that case made and provided, not fearing the penalties therein contained, did, during the time that he so dwelt and inhabited in the said city of L. and there used the said art, mystery, or manual occupation as aforesaid, to wit, on, &c. at, &c. in, &c. take and newly retain one J. C. (he the said J. C. not then being the son of a freeman) as the apprentice of him the said Thomas in the art, mystery, or manual occupation as aforesaid, for a less term than seven years, to wit, the term of one year, and no more, contrary to the tenor and true meaning of the statute in such case made and provided; whereby and by force of the said statute the said Thomas forfeited and lost for his said offence the sum of ten pounds, and thereby and by force of the said statute an action hath accrued, &c. to demand, &c. And the said William, who sues as aforesaid, in fact further saith that the said Thomas heretofore, to wit, on, &c. at, &c. in, &c. did set the said J. C. on work in the said art, mystery, or occupation of a shoemaker (the same being a mystery or occupation used or occupied within the realm of England before and at the time of making the statute aforesaid), and did employ the said J. C. on such work for a long space of time, to wit, from the day and year last aforesaid, for the space of five months then next following (he the said J. C. at the time he was so set on work and employed as aforesaid, not having been apprentice as in and by the statute is directed), contrary to the form and effect of the statute aforesaid; whereby and by force of the said statute the said Thomas forfeited and lost for his said last mentioned offence the sum of forty pounds, that is to say, the sum of forty shillings for every month of the said five months during which he the said Thomas did set on work and employ the said J. C. as aforesaid, and thereby and by force of the said statute an action hath accrued, &c. &c.; yet the said Thomas, &c. &c. [Common conclusion *per tam.*]

2d Count.

Declaration on 23. Eliz. c. 4 and 5. hearing mass not going to church.

MIDDLESEX, to wit. Thomas Williams, who sues as well for our sovereign lord the king as for himself in this behalf, complains of John Riley, being, &c. of a plea that he render to the said Thomas, who sues as aforesaid, the sum of two hundred and fifty-three pounds six shillings and eightpence of lawful money of Great Britain which he owes to our said lord the king and to the said Thomas, who sues as aforesaid, and unjustly detains from them; for that the said John, on, &c. at, &c. in, &c. did willingly hear mass, contrary to the form of the statute in such case made and provided; whereby and by force of the said statute the said John forfeited for his said offence the sum of one hundred marks, that is to say, the sum of thirty-three pounds six shillings and eightpence of lawful money of Great Britain, and thereby and by force of the same statute an action hath accrued to the said Thomas, who sues as aforesaid, to demand and have for our said lord the king and for himself in this behalf of and from the said John the said sum of one hundred marks so forfeited as aforesaid, parcel of the said sum

of

of two hundred and fifty-three pounds ſix ſhillings and eightpence above demanded: And the ſaid Thomas, who ſues as aforeſaid, in fact further ſaith, that the ſaid John, on, &c. and from thence for a long ſpace of time, to wit, for the ſpace of eleven months then next following, and before the commencement of this ſuit, during all which time he the ſaid J n was a perſon above the age of ſixteen years, and inhabited in the ſaid parish of, &c. in the county aforeſaid, did not repair to any church, chapel, or uſual place of common prayer, but for and during all the time aforeſaid forbore the ſame, contrary to the form of the ſtatute in that caſe made and provided; whereby and by force of the ſtatute in that caſe made and provided the ſaid John forfeited for his ſaid laſt-mentioned offence twenty pounds of lawful Engliſh money, for every month which he did ſo forbear, amounting to a large ſum of money, to wit, the ſum of two hundred and twenty pounds of like lawful money, and thereby and by force of the ſaid laſt-mentioned ſtatute an action hath accrued, &c. &c. to the ſaid ſum of two hundred and fifty three pounds ſix ſhillings and eightpence above demanded; viz, &c. &c. [Common conclusion *per tam.* The defendant demurred generally.]

Drawn by MR. TIDD.

The act is ſtill in force by the ſtatute of 23 Geo. 2. c. 1. ſ. 5. 6. 1 Bott, 71. Co. 506.

Declaration on the ſtatute of 15. Chas. 2. c. 8. againſt a butcher for ſelling live cattle.

ROBERT Williams *qui tam* &c. againſt Benjamin Cherry, in debt for five thouſand and forty pounds, for that whereas by an act [the ſtatute 15. *Chas.* 2. c. 8. ſ. 2. in that behalf made], and the ſaid Robert, who ſues as aforeſaid, further ſays, that the ſaid Benjamin after the making of the ſaid act, and after the feaſt of St. Michael in the ſaid act mentioned, to wit, on, &c. and for divers years then laſt paſt was and from thence hitherto hath been and ſtill is a butcher, and the craft or myſtery of a butcher during all the time aforeſaid had and uſed, exerciſed and carried on, and ſtill uſes, exerciſes, and carries on, to wit, at London aforeſaid, in the pariſh of, &c. and that he the ſaid B. ſo being a butcher as aforeſaid, and uſing, exerciſing, and carrying on the craft and trade of a butcher as aforeſaid, within the time aforeſaid, and after the feaſt of St. Michael aforeſaid, to wit, on, &c. and on divers, &c. till the ſuing forth the original writ of the ſaid Robert, who ſues as aforeſaid, at London aforeſaid, in, &c. ſold to divers perſons to the ſaid Robert unknown, divers, to wit, eight hundred and forty fat ſheep alive, then being of the price or value of one thouſand two hundred and ſixty pounds, contrary to the form of the ſtatute in ſuch caſe made and provided; by reaſon whereof, and by force of the ſtatute in ſuch caſe made and provided, the ſaid B. forfeited for his ſaid offence the double value of the ſaid cattle ſo ſold alive by the ſaid Benjamin as aforeſaid, whereby and by force of the ſtatute, &c. an action hath accrued to our ſaid lord, &c. &c. two thouſand two hundred and fifty pounds, the double value of the ſaid

eight hundred and forty fat cattle ſo ſold alive as aforeſaid by the
2d Count. ſaid Benjamin, parcel of, &c.: And the ſaid Robert, who ſues as aforeſaid, further ſays, that the ſaid B. ſo being a butcher as aforeſaid, and ſo uſing, &c. &c. after the making of the ſaid act, and after the ſaid feaſt of St. Michael in the ſaid act mentioned, to wit, on, &c. and on divers, &c. at, &c. *by one J. C. the then agent of the ſaid B. in that behalf*, ſold to divers perſons to the ſaid Robert unknown, divers, to wit, eight hundred and forty other fat ſheep alive, then being of the price or value of one thouſand two hundred and ſixty pounds, contrary to the form of, &c. &c. the double value of the ſaid cattle ſo ſold *for the ſaid B. by the ſaid J. C. the then agent of the ſaid B. for that purpoſe*, contrary, &c.; whereby, &c. yet, &c.

Plea in abatement thereto, another action pending at plaintiff's ſuit for the ſame offence.

And the ſaid defendant, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and prays judgment of the ſaid bill; becauſe he ſays, that in the term of Eaſter laſt before our lord the king at Weſtminſter came the ſaid plaintiff, by G. G. his attorney, and as well for our ſaid lord the king as for himſelf exhibited in the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, his certain bill againſt the ſaid Richard, by the name of William Hembrow, being in the cuſtody, &c. of a plea of debt, and found pledges of proſecution, to wit, John Doe and Richard Roe, and by the ſaid bill the ſaid John complained againſt the ſaid Richard by the name of W. H. being, &c. of a plea, &c. which he owed, &c. [here recite the declaration to the end], as by the record thereof now here in the court of our ſaid lord the king, before the king himſelf at Weſtminſter remaining, more fully appears, which ſaid recited bill of the ſaid plaintiff, who as well, &c. by him exhibited in the ſaid court of our ſaid lord the king, before the king himſelf, in Eaſter term as aforeſaid, at the time of the commencement of this ſuit, remained and was wholly undetermined, no ways diſcontinued, quaſhed, or annulled: And the ſaid defendant further ſays, that the ſix hundred ſheep and the forty oxen, and the ſelling thereof, in the bill of the ſaid plaintiff by him exhibited in Eaſter term as aforeſaid firſt above-mentioned, and the ſaid ſix hundred ſheep and forty oxen, and the ſelling thereof, in the preſent bill firſt above-mentioned, are the ſame ſheep, oxen, and ſelling, and not other and different; and that the ſaid ſix hundred ſheep and forty oxen, and the offering to ſale thereof in the ſecond Count of the bill of the ſaid plaintiff by him exhibited in Eaſter term as aforeſaid mentioned, and the ſaid ſix hundred ſheep and forty oxen, and the offering to ſale thereof, in the ſecond Count of this preſent bill mentioned, are the ſame ſheep, oxen, and offering to ſale, and not not other or different; and that the ſaid ſix hundred ſheep and forty oxen, and the expoſing to ſale thereof, &c. &c. [going through all the Counts in the above manner]: And the ſaid defendant further ſays, that the ſaid perſon againſt whom the ſaid plaintiff exhibited his ſaid bill by the name of W. H. in Eaſter term as aforeſaid, and the ſaid Richard againſt whom the preſent bill of

the ſaid plaintiff is exhibited is the ſaid Richard the now defendant, and are one and the ſame perſon, and not other and different perſons; wherefore, &c. of this preſent bill of the ſaid plaintiff, and that that bill may be quaſhed, &c. [With an affidavit as uſual.]

Replication, that the former ſuit was diſcontinued.

And the ſaid plaintiff, who ſues as aforeſaid, ſays, that by reaſon of any thing by the ſaid defendant in his plea above alledged the ſaid bill ought not to be quaſhed; becauſe proteſting that that plea and the matters therein contained are not ſufficient in law to quaſh the ſaid bill of the ſaid plaintiff, who as well, &c. and that he the ſaid plaintiff hath not any occaſion, neither is he bound by the law of the land to anſwer, for theſe cauſes amongſt others, to wit, for that the ſaid plea is above pleaded after a full defence, inaſmuch as the ſaid defendant, by his attorney, comes and defends the wrong and injury, when, &c.; and alſo for that the ſaid defendant hath not by his ſaid plea alledged or averred that the former ſuit mentioned in his plea at the time of the pleading of that plea was depending and undetermined; for replication in this behalf the ſaid plaintiff, who as well, &c. ſays, that after the commencement of the ſaid former ſuit mentioned in the ſaid plea, and long before the pleading of the ſaid plea of the ſaid defendant, to wit, in the term of the Holy Trinity, in the eleventh year of the reign of our lord the now king, the ſaid former ſuit mentioned in his plea was duly diſcontinued and ended, as by the record of the ſaid diſcontinuance remaining in the ſaid court of our ſaid lord the now king, before the king himſelf, at Weſtminſter aforeſaid, more fully appears; and this the ſaid plaintiff, who as well, &c. is ready to verify by the ſaid record; wherefore he prays judgment, and that the ſaid new bill of the ſaid plaintiff, who ſues as aforeſaid, may be adjudged good, and that the ſaid defendant may anſwer over, &c.

Declaration on the 2. Geo. 2. c. 19. ſ. 5. (by which the whole penalties impoſed by the 5. Ann. c. 14. are given to the informer) for keeping and uſing a lurch for deſtroying game, and for expoſing a hare to ſale.

YORKSHIRE, to wit. John Driver complains of James Booth, being, &c. in a plea that the ſaid James render to the ſaid John fifteen pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from him; for that the ſaid James, within ſix months next before the exhibiting of the bill of the ſaid John, to wit, on, &c. at, &c. *kept a lurcher to kill and deſtroy the game* of that part of Great Britain called England, he the ſaid James then not being a perſon qualified by the laws and ſtatutes of this realm, or any of them, ſo to do, againſt the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſtatute in ſuch caſe made and provided the ſaid James forfeited for his ſaid offence the ſum of five pounds, and thereby and by force of the ſtatute in ſuch caſe made and provided an action hath accrued to the ſaid John to demand and have of the ſaid James the ſaid five pounds ſo forfeited as aforeſaid, parcel of the ſaid fifteen pounds above demanded: And the ſaid John further ſays, that the ſaid James afterwards, and within ſix months next before, &c. &c.

2d Count.

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uſed a certain other larcher to kill and deſtroy the game of that part of Great Britain called England, he the ſaid James not then being a perſon qualified, &c. &c. [as before to the end]: And the ſaid John further ſays, that the ſaid James afterwards, and within ſix months next before, &c. &c. *expoſed one hare to ſale*, the ſaid hare then and there being of the game of that part of Great Britain called England, and the ſaid James not being a perſon by the laws and ſtatutes of this realm, or any of them, qualified in his own right to kill game, nor being entitled to ſuch hare under any perſon ſo qualified, nor being a perſon qualified by the laws and ſtatutes of the realm, or any of them ſo to do, againſt the form of the ſtatute in ſuch caſe made and provided; whereby and by force, &c. &c.; yet, &c. &c. [Common concluſion in debt.]

3d Count.

W. LAMBL.

There is no penalty given by any act of parliament againſt a perſon either for keeping or uſing a hound, or for killing a hare in the day time; there is a penalty indeed of five pounds given againſt any perſon expoſing a hare to ſale, and the hare a hare to be forfeited by the 5 Ann. c. 25 ſ. 2. declared to be an expoſing thereof.

W. LAMBE.

Hilary Term, 3. Geo. III.

Declaration on the ſtatute 2. Geo. 3. for keeping and uſing a ſetting dog; and gun for deſtroying game.

ISAAC SPERIN *againſt* WILLIAM BAKER.

FOR that the ſaid William after the laſt day of Trinity term in the ſecond year of the reign of our lord the now king, and before the exhibiting the bill of the ſaid Iſaac, to wit, on, &c. at, &c. *kept* a certain dog, commonly called a ſetting dog, for the deſtruction of the game of this kingdom, he the ſaid William then not being a perſon qualified by the laws and ſtatutes of this realm ſo to do, contrary to the form of the ſtatute in that caſe made and provided; whereby and by force of the ſtatute in that caſe made and provided the ſaid William forfeited for his ſaid offence the ſum of five pounds, and whereby and by force of the ſtatute, in ſuch caſe made and provided an action hath accrued, &c. &c.: And the ſaid Iſaac further ſays, that after the laſt day of Trinity term, &c. &c. *uſed* a certain dog, commonly called a ſetting dog, &c. &c. 3d Count, *kept* one gun for the deſtruction of the game of this kingdom, the ſaid gun then and there being an engine for the deſtruction of the game of this kingdom. 4th Count, *uſed* a certain other gun for the deſtruction of the game of this kingdom, the ſaid laſt mentioned gun then and there being an engine, &c. &c. as in the 3d Count.

2d Count.

3d Count.

4th Count.

Michaelmas Term, 23. Geo. III.

Declaration on 9. Ann, 14. for money in at L. O. and for treble value of it.

MIDDLESEX, to wit. William Phillips, late of, &c. gentleman, was ſummoned to anſwer Robert Young, who ſues as well for the poor of the pariſh of St. Paul, Covent Garden, in the county of Middleſex, as for himſelf in this behalf, of a plea that he render to the poor of the ſaid pariſh andto the ſaid Robert, who ſues

ſues as aforeſaid, the ſum of four hundred and eighty pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from them, &c.; and thereupon the ſaid Robert, by A. B. his attorney, complains that one J. C. from and after the firſt day of May A. D. 1711, that is to ſay, on, &c. to wit, at the pariſh of St. Paul, Covent Garden, in the county of Middleſex aforeſaid, did at one and the ſame time and ſitting, by playing at a certain game called E. O. loſe to the ſaid William a certain ſum of money, to wit, the ſum of ſixty pounds of lawful money of Great Britain, and did then and there pay the ſame to him the ſaid William: And the ſaid Robert, who ſues as aforeſaid, in fact ſaith, that the ſaid J. C. who ſo loſt the ſaid ſum of ſixty pounds as aforeſaid, did not within the time in that behalf limited and preſcribed, that is to ſay, within three months then next, ſue or with effect proſecute for the ſaid ſum of ſixty pounds ſo by him loſt and paid as aforeſaid, whereby and according to the form of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid Robert, who ſues as aforeſaid, to ſue for and recover of and from the ſaid William the ſaid ſum of ſixty pounds, and treble the value thereof, making together the ſum of two hundred and forty pounds, parcel of the ſaid ſum of four hundred and eighty pounds above demanded. And the ſaid Robert, who ſues as aforeſaid, further ſaith, that the ſaid William, after the firſt day of, &c. &c. that is to ſay, on, &c. at, &c. in, &c. received to the uſe of the ſaid J. C. the further ſum of ſixty pounds of like lawful money of Great Britain then and there loſt by the ſaid J. C. to the ſaid William at one and the ſame time and ſitting, by playing at a certain game called E. O. and then and there paid by the ſaid J. C. to the ſaid William: And the ſaid Robert, who ſues as aforeſaid, in fact further ſaith, that the ſaid J. C. who loſt the ſaid laſt-mentioned ſum of ſixty pounds as aforeſaid, did not within the time in that behalf limited and preſcribed, that is to ſay, within three months then next, ſue or with effect proſecute for the ſaid laſt-mentioned ſum of ſixty pounds ſo by him loſt and paid as aforeſaid, whereby and according to the form of the ſtatute in ſuch caſe made and provided, an action hath, &c. &c.; yet, &c. &c. [Common concluſion, *qui tam.*]

Drawn by MR. TIDD.

MIDDLESEX, to wit. A. Clarke (*a*) complains of B. Benſon being, &c.; for that whereas by a certain act of parliament made at the parliament of our late ſovereign lord Henry the Sixth, late king of England, at a ſeſſion thereof holden at Weſtminſter, in the county of Middleſex, in the twenty-third year of the reign of the ſaid late king, intitled, "An Act," &c. it was amongſt other things enacted, &c. (ſet out the title of the ſtatute, and the clauſe on which the action is founded *verbatim*) as by the ſaid act

Declaration on the ſtat. Hen. 6. c. 7. for continuing in the office of *clerk to the under ſheriff of Middleſex* for more than a year.

(*a*) This action ſhould be *qui tam*, and begin with a demand of the penalty ſued for.

of

of parliament (relation being thereunto had) will amongſt other things more fully appear: And the ſaid A. who ſues as aforeſaid, in fact ſaith, that at the time of committing the offence hereafter mentioned, the ſaid county of Middleſex was not a county excepted in the ſaid act of parliament hereinbefore recited, nor was the ſame county a county wherein or to which any of the king's liege people or either of them were or was at the time of the making of the ſaid act inheritable, nor were or was the ſeveral and reſpective ſheriffs under whom the ſaid defendant acted as clerk as hereafter mentioned perſons, or either of them a perſon who had any eſtate of freehold, or other eſtate whatſoever in the office of ſheriff of the ſaid county of Middleſex, nor had ſuch ſheriffs or either of them any letters-patent of the ſaid late king Henry the Sixth, or any other letters-patent whatſoever made to them or either of them of the office of ſheriff of the ſaid county of Middleſex: And the ſaid plaintiff who ſues as aforeſaid further ſaith, that the ſaid defendant well knowing all and ſingular the premiſes aforeſaid, but not regarding the ſtatute aforeſaid, nor the penalty therein ſpecified, after the making of the ſaid ſtatute, and before the exhibiting of the bill of the ſaid plaintiff, who ſues as aforeſaid, againſt him the ſaid defendant, he the ſaid defendant occupied the office of ſheriff's clerk to the ſheriffs of the county of Middleſex for the time then being for one entire year, to wit, from, &c. in the year of the reign of our lord the now king until, &c. then next following, under, &c. for the ſame time being the ſheriff for the county aforeſaid, to wit, at, &c. and after the expiration of that year in which he had ſo continued in the office of and to act as ſheriff's clerk to the aforeſaid ſheriff of the ſaid county of Middleſex, he the ſaid defendant continued and remained in that office of ſheriff's clerk to the ſheriff of the ſaid county of Middleſex for the time being, and continued to act therein from the end and expiration of the aforeſaid year for one other entire year, to wit, from, &c. until, &c. then next following, to wit, at, &c. under, &c. for the ſame time being ſheriff of the ſaid county of Middleſex, ſo that the ſaid defendant continued in, remained, and occupied the ſaid office of ſheriff's clerk to the aforeſaid ſheriffs of Middleſex reſpectively, for the time being, for two entire years together, contrary to the form and effect of the above in part recited ſtatute in ſuch caſe made and provided, by reaſon of which ſaid ſeveral premiſes the ſaid B. hath forfeited for his ſaid offence to our ſaid lord the now king and to him the ſaid plaintiff, who ſues as aforeſaid, the ſaid ſum of two hundred pounds above demanded, and by reaſon thereof an action hath accrued, &c. &c.; yet, &c. &c. (Common concluſion, *qui tam.*)

Hilary Term, 23. Geo. III.

Declaration on 5 Geo. 2. c. 14. at the ſuit of the ſecond owner, for *fiſhing* there and without his leave.

SHROPSHIRE, to wit. Sir John Chetwode, bart. by A. B. his attorney, who is admitted by the court of our lord the now king,

king, before the king himself here, to prosecute for the said sir John, who is an infant within the age of twenty-one years, as the next friend of the said sir John, complains of Richard Drakeford being, &c. in a plea that he render to the said sir John twenty-five pounds of lawful money of Great Britain, which he owes to and unjustly detains from him: for that the said Richard, after the first day of June A. D. 1765, and within six months next before the bringing of this action, to wit, on, &c. at, &c. in a certain pond of the said sir John, that is to say, a certain pond of the said sir John there, not being in any park, paddock, or in any garden, orchard, or yard adjoining or belonging to any dwelling-house, but in a certain other inclosed ground their private property, did without the consent of the said sir John, the then owner of the said pond, *take, kill, and destroy* divers fish, to wit, five brace of pike, &c. there then being in the said pond, he the said Richard, at the time of the taking of the said fish, not having any just right or claim in the aforesaid pond to take, kill, or carry away the said fish, contrary to the form of the statute in such case made and provided; whereby and by force of the statute in such case made and provided the said Richard forfeited and became liable to pay to the said sir John, the owner of the said pond at the time of taking, killing, and destroying the said fish therein as aforesaid, for the aforesaid offence, the sum of five pounds of lawful money of Great Britain; whereby and by force of the statute in such case made and provided an action hath accrued to the said sir John to demand and have of and from the said Richard the said sum of five pounds so forfeited as aforesaid, parcel of the said twenty-five pounds above demanded; and also for that the said Richard, after the first day of, &c. and within six, &c. [Go on with this Count same as the first, only instead of saying "*take, kill, and destroy*," say only *take*.] 2d Count.
[3d Count, exactly like the 2d Count, only for "*killing and de-*" 3d Count.
"*stroying*" the fish instead of taking them.] And also for that 4th Count.
the said Richard, after the first day of, &c. &c. [this Count like the former ones, only say that he "*attempted to take, kill, and*" "*destroy*" divers fish, &c. &c. omit the species of fish.] [5th 5th Count.
Count, for an "attempt to *take*," only the defendant having no right to *take, kill, or carry away* the said fish, contrary, &c. &c.]
(Common conclusion in debt.)

V. LAWES.

LONDON (*a*), to wit. T. S. who sues as well for our sovereign lord the king as for himself in this behalf, complains of T. P. being, &c. of a plea that he render to our said lord the king and to the said plaintiff, who sues as aforesaid, ninety-nine pounds sixteen shillings of lawful, &c. which he owes to and unjustly detains from them, &c.; for that whereas the said defendant, of his Declaration in debt *upon an a fraudulent bill of sale* of goods upon stat. 13. Eliz. c. 5.

(*a*) Quitam actions are made assignable by 31 El. c. 5.

malice,

malice, fraud, colluſion, and deceit, after the tenth day of June, which was in the thirteenth year of the reign of our late ſovereign lady Elizabeth, queen of England, France, and Ireland, &c. to wit, on (*b*) A. D. 17[illegible], at, &c. was a party to a certain feigned, covenous, and fraudulent *bargain* of certain goods and chattels of one T. D. to the end, purpoſe, and intent to delay, hinder, and defraud the ſaid plaintiff of a juſt and lawful debt (he the ſaid plaintiff then being a creditor of the ſaid T. D. for a certain ſum of money, to wit, the ſum of (*c*) twenty-four pounds ſeventeen ſhillings and twopence) and being privy and knowing of the ſame, he the ſaid defendant the ſaid bargain did then and there wittingly and willingly put in, avow, maintain, juſtify, and defend as true, ſimple, and done, had and made *bona fide* and upon good conſideration, by reaſon whereof, and alſo by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid plaintiff who ſues as aforeſaid (he the ſaid plaintiff being the party grieved by the ſaid feigned, covenous, and fraudulent bargain) to demand and have for our ſaid lord the king and for himſelf the ſaid plaintiff of and from the ſaid defendant (being the party to the ſaid feigned, covenous, and fraudulent bargain, and being privy and knowing of the ſame) the whole value (*d*) of the ſaid goods and chattels, to wit, the ſum of forty-five pounds eighteen ſhillings, parcel of the ſaid ſum of ninety-one pounds ſixteen ſhillings above demanded. [Add another Count ſame as firſt, only ſtating it to be a *conveyance* and not a *bargain*; with *qui tam* concluſion]

(*b*) The day of trial when the defendant offered the bill of ſale in evidence, will I think do.

(*c*) The amount of the judgment.

(*d*) I think we may take the value in the bill of ſale.

Declaration in debt on the ſtat 28. Geo 3 c 7. for ſelling leſs than one ounce of copper mixed on *ſilk*.

MIDDLESEX, to wit. William Seymour, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of Francis Day, being, &c. of a plea that he render to our ſaid lord the king and the ſaid plaintiff, who ſues as aforeſaid, the ſum of eighty pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from them; for that the ſaid defendant, not regarding the ſtatute in ſuch caſe made and provided, nor fearing the penalty thereby contained, after the making of the ſame ſtatute, and within ſix calendar months next before the exhibiting the bill of the ſaid plaintiff who ſues as aforeſaid in this behalf, to wit, on, &c. at, &c. did ſell to a perſon whoſe name is to the ſaid plaintiff, who ſues as aforeſaid, at preſent unknown, a quantity, to wit, a quantity leſs than one ounce of copper *mixed* upon ſilk, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of, &c. the ſaid defendant forfeited for his ſaid offence the ſum of five pounds of like, &c. by means whereof, and alſo by force of the ſaid ſtatute an action hath accrued, &c.: And the ſaid plaintiff, who ſues as aforeſaid, further

2d Count.

ſays,

ſays, that the ſaid defendant not regarding, &c. (as firſt, only for ſelling a certain other quantity leſs than one ounce of copper *wrought* upon ſilk, contrary, &c.) 3d Count was for ſelling a quantity leſs than one ounce of copper *ſet* upon ſilk. 4th Count, for ſelling another quantity leſs than one ounce of copper (being a metal inferior to ſilver) gilt and *drawn* into wire, contrary, &c. 5th Count, for ſelling another quantity leſs than one ounce of copper (being a metal inferior to ſilver) *flatted* into plate, contrary, &c. 6th Count, ſelling another quantity leſs than one ounce of copper (being a metal inferior to ſilver) gilt and *flatted* into plate, and made into *ſpangles*, contrary, &c. 7th Count, ſelling another quantity leſs than one ounce of copper (being a metal inferior to ſilver) gilt and *flatted* into plate, and made into a certain material called *tinſel* (the ſame tinſel being a material then and there uſed in the making of buttons made in the gold and ſilver lace manufactory) at the time of paſſing the ſtatute aforeſaid, contrary, &c. 8th Count, ſelling another quantity leſs than one ounce of copper (being a metal inferior to ſilver) gilt and flatted into plate, and made into a certain material called *rice cut*, the ſame being a material then and there uſed, &c. as in laſt Count. 9th Count, ſelling another quantity leſs than one ounce of copper (being, &c.) gilt and flatted into plate, and made into a certain material called *diamond cut*, the ſame being, &c. at the time of paſſing the ſaid ſtatute, and ſet upon ſilk, contrary, &c. 10th Count, ſelling a quantity leſs than one ounce of copper (being, &c.) gilt and flatted into plate for the purpoſe of lace made in the gold and ſilver lace manufactory at the time of paſſing the ſtatute aforeſaid, and ſet upon ſilk, contrary, &c. 11th Count, ſelling another quantity leſs than one ounce of copper (being, &c.) gilt and flatted into plate for the purpoſe of lace made in the gold and ſilver lace manufactory at the time, &c. ſet upon ſilk, contrary, &c. 12th Count as laſt Count, &c. in imitation of *cord* made, &c. 13th Count as the eleventh, only in imitation of certain materials called *purl* (the ſame being materials then and there uſed in the making of buttons made in the gold and ſilver lace manufactory,) at the time of paſſing the ſtatute aforeſaid, and then affixed upon ſilk, contrary, &c. 14th Count, for ſelling another quantity leſs than one ounce of copper (being, &c.) gilt and flatted into plate in imitation of a certain material called *tinſel* (the ſame being, &c. as in laſt Count.) 15th Count, as laſt, only in imitation of a certain material called *rice cut*, the ſame being, &c. 16th Count, as laſt, only in imitation of a certain material called *diamond cut*, contrary, &c.; *per quod actio accreuit*; Yet, &c. [Common conclusion of declarations in debt.]

3d Count. 4th Count. 5th Count. 6th Count. 7th Count. 8th Count. 9th Count. 10th Count. 11th Count. 12th Count. 13th Count. 14th Count. 15th Count. 16th Count.

T. S. who ſues in this behalf as well for our ſovereign lord the king as for himſelf, complains of R. P. late, &c. in a plea that he render to our ſaid lord the king and to the ſaid T. S. who ſues as aforeſaid, ſeven hundred pounds of, &c. which he owes

Declaration on 3 *Geo.* 3. *c.* 38. *for pirating prints.*

to and unjuſtly detains from them; for that after the firſt day of January 1767, to wit, on, &c. at, &c. in, &c. one T. W. did, within the intent and meaning of the ſtatute in that caſe made and provided, etch, and cauſe and procure to be etched in mezzotinto for the uſe of himſelf and one W. S. a certain print, to wit, a print taken from a certain modern picture of the counteſs of Derby: And the ſaid T. S. who ſues as aforeſaid, further ſays, that they the ſaid T. W. and W. S. being proprietors and owners of the ſaid print, did afterwards, to wit, on, &c. at, &c. in, &c. firſt publiſh the ſaid print by cauſing to be printed divers, to wit, five hundred prints thereof, with the names of the ſaid W. S. and the ſaid T. W. under the deſcription of W. S. and T. W. and the day of the firſt publiſhing thereof, printed and engraved on each of the ſaid prints, according to the directions of the ſaid ſtatute: And the ſaid T. S. who ſues as aforeſaid, further ſays, that at the ſeveral and reſpective times of the committing of the ſeveral and reſpective offences hereinafter mentioned, they the ſaid W. S. and T. W. were and continued to be proprietors of the ſaid print, to wit, at, &c.; yet the ſaid R. B. well knowing the ſaid premiſes, but not regarding the ſtatute in that caſe made and provided, nor fearing the penalties therein contained, after the ſaid firſt day of January, in the ſaid year of Our Lord 1767, and within twenty-eight years next after the firſt publiſhing of the ſaid print, and within ſix months next before the exhibiting of this bill, to wit, on, &c. and on divers other days and times between that day and the day of exhibiting this bill, at, &c. did ſell without the conſent of the ſaid T. W. and W. S. proprietors of the ſaid print, or either of them, firſt obtained in writing, ſigned in the preſence of two witneſſes, print and cauſe to be printed for ſale divers, to wit, five hundred prints copied from the ſaid print of the ſaid W. S. and T. W. aforeſaid, contrary to the form of, &c. by reaſon whereof and by force of the ſaid ſtatute an action hath accrued to the ſaid T. S. who ſues as aforeſaid, to demand and have as well for himſelf as for our ſaid lord the king, to recover from the ſaid R. B. the ſum of one hundred and twenty-five pounds of, &c. being five ſhillings for each of the ſaid prints ſo as aforeſaid printed and cauſed to be printed for ſale, and parcel of the ſaid ſum of five hundred and fifty pounds above demanded. And the ſaid T. S. who ſues as aforeſaid, further ſays, that the ſaid R. B. not regarding the ſaid ſtatute in ſuch caſe made and provided, and not fearing the penalties therein contained, after the ſaid firſt day of January in the ſaid year of Our Lord 1767, and within twenty-eight years then next after the firſt publiſhing of the ſaid print of them the ſaid W. S. and T. W. and within ſix months next before the exhibiting of the ſaid bill of the ſaid T. S. who ſues as aforeſaid, to wit, on, &c. and on divers other days and times between that day and the day of exhibiting this bill, at, &c. did ſell and cauſe to be ſold divers, to wit, five hundred other prints of the ſaid W. S. and T. W. for the ſaid R. B. then and there well knowing the ſame to have been copied from the ſaid print of them the ſaid W. S.

2d Count.

and T. W. and to have been printed without the conſent of them the ſaid W. S. and T. W. or either of them, contrary to the form of, &c. made as aforeſaid, whereby and by force of the ſaid ſtatute an action hath accrued, &c. &c. being five ſhillings for each of the ſaid prints ſo ſold and cauſed to be ſold as laſt aforeſaid, and further parcel of the ſaid ſum of ſeven hundred and fifty pounds above demanded. (3d Count ſame as ſecond, only ſay that defendant *expoſed to ſale* inſtead of *had ſold.*) And the ſaid T. S. who ſues as aforeſaid, further ſays, that, &c. that the ſaid R. B. further diſregarding the ſtatutes in that caſe made and provided, nor fearing, &c. after the firſt day of &c. and within the ſaid twenty-eight years next after the publiſhing the ſaid print of the ſaid W. S. and T. W. and within ſix months next before the day of exhibiting of this bill, &c. did (without the conſent of the ſaid W. S. and T. W. proprietors of the ſaid print, or either of them, firſt obtained in writing ſigned by two witneſſes) engrave and cauſe to be printed for ſale, &c. divers other prints of the ſaid copies [illegible] from the ſaid print of the ſaid W. S. and T. W. [illegible] from the main deſign thereof, [illegible] of the ſaid ſtatute [illegible] of the ſaid W. S. and T. W. and to have been printed without the conſent of them the ſaid W. S. and T. W. or either of them, contrary to the form and effect of, &c.; whereby and by force of, &c. &c. being five ſhillings for each of the ſaid laſt-mentioned prints ſold and cauſed to be ſold as laſt aforeſaid, and further parcel of the ſaid ſum of ſeven hundred and fifty pounds above demanded. (4th Count ſame as 5th, with the ſame variation as in the ſecond and third Counts.) Yet, &c. [Common concluſion, *qui tam.*]

3d Count.

4th Count, for printing and ſelling part of print copied, only varying a little from the main deſign.

5th Count, for other prints in the 4th Count ſo copied.

6th Count.

F. BULLER.

RADNORSHIRE, to wit. J. E. who ſues as well for himſelf as the poor of the pariſh of P. in the ſaid county, complains of J. H. being, &c. of a plea that he render to the poor of the pariſh of P. aforeſaid, and the ſaid J. E. who ſues as aforeſaid, the ſum of one hundred pounds of, &c. which he owes to and unjuſtly detains from them; for that the ſaid J. H. not regarding the ſtatute in that caſe made and provided, nor fearing the penalties therein contained, after the twenty-fifth day of March, which was

Declaration on the 18 *Geo.* 2. *c.* 20. for acting as a *juſtice of the peace*, not having taken the oaths required by the ſtatute.

A. D. 1746, and within six months next before the exhibiting the said bill of the said plaintiff who sues as aforesaid, to wit, on, &c. within the principality of Wales, to wit, in the parish aforesaid, in the said county of R. took upon himself to act, and did act as a justice of the peace for the said county of R.: And the said J. E. who sues as aforesaid, further saith, that the said J. H. did not at any time before he so acted as justice of the peace as aforesaid, at any general or quarter sessions of the peace in and for the said county of R. take and subscribe the oath ordered and enacted by the statute made in the eighteenth year of the reign of our late sovereign lord king George the Second, entitled, "An Act to amend and "render more effectual an Act passed in the fifth year of his pre-"sent Majesty's reign, entitled, an Act for the further Qualifica-"tions of Justices of the Peace, to be taken and subscribed by "Persons before they take upon themselves to act as Justices;" whereby and by force of the said statute the said J. H. hath forfeited to the poor of the said parish of P. in which parish the said J. H. usually resided, and to such person or persons who should sue for the same, the sum of one hundred pounds; whereby and by force of, &c. an action hath accrued, &c.; yet, &c. [Common conclusion *qui tam.*]

Something seems here to be omitted.

Declaration for acting as a commissioner of the land tax, not being duly qualified.

KENT, to wit. J. R. complains of J. P. being, &c. of a plea that he render to him one hundred pounds of, &c. which he owes to and unjustly detains from him: for that the said defendant, after the making of a certain act of parliament made at a session of parliament of our sovereign lord the king, holden by prorogation at Westminster, in the county of Middlesex, on, &c. in the third year of the reign of our present sovereign lord the king, entitled, "An Act for granting an Aid to his Majesty by "a Land Tax to be raised in Great Britain for the Service of the "Year 1762," after the commencement of the said act, and during the continuance of the said act, to wit, on, &c. at, &c. in, &c. did presume to act as a commissioner for the said county of K. in the execution of the said act of parliament in and for the said county of K. when as in fact the said defendant at the time of his acting as a commissioner as aforesaid, or at the time of making or during the continuance of the said act of parliament, was not seised of or possessed of lands, tenements, or hereditaments, freehold, copyhold, or leasehold, over and above all ground rents, incumbrances, and other reservations payable out of or in respect of such leasehold estates which were taxed, and did pay in the said county of K. for the value of one hundred pounds a year or more of his own estate, by virtue of an act passed in the second year of his Majesty's reign, entitled, "An Act for granting an Aid to his "Majesty by a Land Tax to be raised in Great Britain for the "Service of the Year 1762," contrary to the form of, &c.; whereby and by force of, &c. an action hath accrued, &c. to demand and have of the said plaintiff fifty pounds, part of the said one hundred pounds

pounds above demanded. (There was another Count exactly the same as the last, only that the defendant acted in the year 1764 instead of 176,); yet, &c. &c.

MIDDLESEX, to wit. W. T. who sues as well for our sove- Declaration upon 22. Geo. 2. c. 36. against importing and wearing *foreign embroidery*, &c.
reign lord the king as for himself in this behalf, complains against R. L. and T. L. being, &c. of a plea that they render to our said lord the king and the said W. T. who sues as aforesaid, one thousand four hundred pounds, &c. which they owe to and unjustly detain from them; for that whereas by a certain act of parliament of our late sovereign lord George the Second, king of Great Britain, at a certain parliament holden at Westminster, in the county of Middlesex aforesaid, on, &c. 1748, entitled, "An "Act for more effectually preventing the Importation and Wear "of Foreign Embroidery and Brocade of Gold and Silver Thread "Lace, and other Manufactures of Gold and Silver Wire, manu- "factured in foreign Parts," it is enacted that whereas, &c. &c. [(here recite the 1st, 2d, 3d, 4th, 5th, 6th, &c.)] as by the said act of parliament, &c. more fully and at large appears: And the said W. J. further says, that the said R. L. and T. L. after the making of the said act, to wit, on, &c. at, &c. in, &c. and from thence hitherto have exposed to sale, and from thence hitherto have had in their possession, foreign gold wire and thread, contrary to the form of the statute and dealers in foreign gold wire and thread have not since the time used and exercised to work, &c. &c. &c. and the said W. J. after the making of the said act, to wit, on the said fifth day of, &c. in the said fifteen calendar months next before the commencement of this suit, to wit, on, &c. at, &c. in, &c. had found and seized in the house of the said defendants, and in their possession (they the said defendants so then being taylors and dealers in foreign gold wire and thread) five parcels of work made of foreign gold wire and thread, to wit, one parcel, &c. one other parcel of, &c. &c. all and every of which said four parcels of buttons had before then been wrought, fabricated, and manufactured in foreign parts, and of foreign gold wire and thread, and had been before then brought and placed in the house of the said defendants, and were and was then contained therein with the knowledge, privity, and consent of the said defendants, against the form of, &c. whereby and by force of, &c. the said defendants have forfeited for their said offence the sum of five hundred pounds, parcel, &c.: And the said W. J. who sues as afore- 2d Count.
said, further says, that after the making of the said act of parliament, and after the said fifth day of, &c. and within three calendar months next before the commencement of this suit, to wit, on, &c. at, &c. there were found and seized in the house of the said defendants, and in their possession (they the said defendants so then being taylors and dealers in foreign embroidery, and gold and silver brocade) six parcels of certain other work made of silver, of silver wire

and thread, called frogs, to wit, one parcel, &c. &c. all and every of which ſaid ſeveral ſix parcels of work, called frogs, had been before then wove, wrought, fabricated, and manufactured in foreign parts, and of foreign ſilver thread and wire, and had been before then brought and placed in the ſaid houſe of the ſaid defendants, and was then contained therein with the knowledge, privity, and conſent of the ſaid defendants, againſt the form of, &c. whereby and by force of, &c. the ſum of ſix hundred pounds, to wit, one hundred pounds for each and every of the ſaid ſix parcels of work, called frogs, ſo found and ſeized in their ſaid houſe as aforeſaid, by means whereof, and by force of, &c. an action hath accrued, &c.: And the ſaid W. T. who ſues as aforeſaid, further ſays, that the ſaid defendants, on, &c. and long before were, and from thence hitherto have been, and ſtill are taylors and makers up of manufactures made of foreign gold and ſilver lace, and the trade and buſineſs of taylors and makers up of foreign gold and ſilver lace have during all that time uſed and exerciſed, to wit, at, &c. and that after the making of, &c. and within three calendar, &c. to wit, on, &c. at, &c. there were found and ſeized in the houſe of the ſaid defendants, and in their poſſeſſion (they the ſaid defendants ſo then being, &c.) one piece of, &c. one parcel of, &c. all and every of which ſaid pieces of, &c. had been before then wove, &c. in foreign parts, and of foreign gold, and ſilver wire and thread, and had been before then brought and placed in the houſe of the ſaid defendants, and were and was then confined therein with the knowledge of, &c. againſt the form of, &c. whereby, and by force of, &c. the ſum of three hundred pounds, to wit, one hundred, &c. &c. to found and ſeized in their ſaid houſe as aforeſaid, and which had been before then brought, placed, and continued therein with their knowledge, &c. by means whereof, and by force, of, &c. an action hath accrued to, &c.; yet, &c.: [Common concluſion to *qui tam* declarations.]

2d Count.

Declaration on 8. Geo. 2. c. 13. for ſelling books originally printed in England, and reprinted and imported from Ireland into England.

MIDDLESEX, to wit. W. T. C. and D. P. who ſues as well for our ſovereign lord the king as for themſelves in this behalf, complain againſt J. C. being, &c. of a plea that he render to our ſaid lord the king, and to the ſaid plaintiffs, who ſue as aforeſaid, ſixteen pounds, which he owes to and unjuſtly detains from them; for that certain books called Commentaries on the Laws of England, and conſiſting of four volumes, were originally compoſed, printed, and publiſhed in this kingdom, to wit, at, &c. in, &c.; yet the ſaid defendant well knowing the premiſes, but not regarding the ſtatute in that caſe made and provided, nor the penalty therein contained, after the twenty-ninth day of September 1739, to wit, on, &c. at, &c. did ſell one ſet of books called Commentaries on the Laws of England, conſiſting of four volumes, the ſame being and purporting to be copies of the ſaid book ſo ſold by the ſaid defendant, then and there being of the value of thirty ſhillings, and having been reprinted out of this kingdom, to wit,

wit, in the kingdom of Ireland, and from thence imported into this kingdom for ſale within twenty years after the ſame had been printed in this kingdom; and the ſaid defendant then and there well knowing that the ſame had been reprinted out of this kingdom, and imported into this kingdom as aforeſaid, contrary to the form of, &c. whereby an action hath accrued, &c. eight pounds of, &c. to wit, the ſum of five pounds, and double the value of the books ſo ſold by the ſaid defendant as aforeſaid, amounting to the ſum of three pounds, parcel of the ſaid ſum of ſixteen pounds above demanded: And the ſaid plaintiffs, who ſue as aforeſaid, further ſay, that a certain other book, called Blackſtone's Commentaries, was firſt written, printed, and publiſhed in this kingdom, to wit, at, &c.; yet the ſaid defendant well knowing, &c. but not regarding, &c. nor fearing, &c. after, &c. to wit, on, &c. ſold one other book, called Blackſtone's Commentaries, the ſame being and purporting to be a copy of the ſaid laſt-mentioned book ſo originally written, &c. in this kingdom, the ſaid laſt-mentioned book ſo ſold by the ſaid defendant then and there being of the value of other thirty ſhillings, and having been reprinted out of this kingdom, to wit, in the kingdom of Ireland, and imported into this kingdom for ſale, contrary to the form of, &c.; and the ſaid defendant at the time of the ſale of the ſaid laſt-mentioned book ſo ſold by him as aforeſaid, well knowing that the ſame had been reprinted out of this kingdom for ſale, contrary to the form of, &c. whereby and by force of, &c. [as in 1ſt Count]; yet, &c.: [Common concluſion.] 2d Count.

AND whereupon the ſaid plaintiff, who proſecutes as well for our ſaid lord the king as for himſelf in this behalf, ſays, that the ſaid defendant being a parſon in holy orders, after the twenty-fourth day of June 1712, to wit, on, &c. at, &c. did marry M. E. to J. C. ſpinſter, without publication of the banns of matrimony between them according to law, and without a licence for the ſaid marriage firſt had and obtained from the proper ordinary in that behalf, contrary to the form of, &c.; whereby and by force of, &c. an action hath accrued, &c.; yet, &c.: [Common concluſion.] Count on 10. Ann. c. 19. ſ. 176. againſt a *parſon* for *marrying* two perſons without licenſe or banns. Vide 6. & 7. Will. 3. c. 6. ſ. 52.

A. and B. complain of C. being, &c. in a plea that he render to them two hundred and twenty-nine pounds ten ſhillings of, &c. which he owes to and unjuſtly detains from them; for that whereas after the making of a certain act made at the parliament of our lord George the Firſt, late king of Great Britain, &c. holden at Weſtminſter, in the county of Middleſex, on, &c. in the ninth year of his reign, entitled, "An Act for enabling his "Majeſty to put the Cuſtoms of Great Britain under the Ma-"nagement of one or more Commiſſioners, and for better ſecur-"ing and aſcertaining the *Duties on Tobacco*, and to prevent "Frauds Declaration on 9. Geo. 1. againſt a *cuſtom-houſe-officer* for paying money on account of tobacco burnt.

" Frauds in exporting Tobacco, and other Goods and Merchan-
" dize, or carrying the ſame Coaſtwiſe," and after the firſt day of June 1723, in the ſaid act mentioned, and during the continuance of that act, and before the exhibiting the bill of the ſaid plaintiff, to wit, on, &c. they the ſaid plaintiffs imported from the Britiſh plantations, to wit, from Virginia, in America, into this kingdom, to wit, into the port of W. in the ſaid county of C. a certain large quantity of tobacco, to wit, one hundred and fifty hogſheads of tobacco, each and every hogſhead thereof containing a much greater quantity of tobacco than three hundred and ſixty pounds weight, to wit, eight hundred pounds weight of tobacco; which ſaid tobacco, and every part thereof, had been and then was damaged tobacco, and had been and was damaged in the voyage in the bringing thereof from Virginia aforeſaid, to W. aforeſaid; wherefore the ſaid plaintiffs, the ſaid importers thereof, on the ſaid importation thereof, to wit, on, &c. at, &c. in, &c. refuſed to enter the ſame, or to pay and cauſe to be paid the duties in reſpect thereof payable to our ſaid lord the now king, on the ſaid importation thereof; and the ſaid plaintiffs then and there, to wit, on, &c. at, &c. gave notice to the ſaid defendant of their ſaid refuſal, who then was and from thence hitherto hath been and ſtill is collector of the cuſtoms in and for the port of W. aforeſaid, and the proper officer for payment of all bounties becoming and to become due and payable on the importation and exportation of tobacco; and the ſaid plaintiffs then and there delivered up all the ſaid tobacco to the ſaid defendant to be there burnt and deſtroyed by his majeſty's officers of the cuſtoms as damaged tobacco, and the ſame was then and there accordingly burnt and deſtroyed by the officers of his majeſty's cuſtoms at the ſaid port of W.; and the ſaid plaintiffs thereupon required the ſaid defendant, ſo being the collector of his majeſty's cuſtoms at and for the ſaid port of W. aforeſaid, and ſo being the proper officers for the payment of all bounties becoming and to become due or payable on the exportation and importation of tobacco at that port, to pay unto them the ſaid A. and B. the ſum of thirty ſhillings for every hogſhead of the ſaid one hundred and fifty-three hogſheads of tobacco ſo by them the ſaid plaintiffs imported and refuſed as aforeſaid, and ſo burnt and deſtroyed as aforeſaid; which ſaid money the ſaid defendant, as collector of his majeſty's cuſtoms in and for the ſaid port of W. then and there ought to have paid to the ſaid A. and B. according to the form of, &c. to wit, at, &c. which ſaid money, or any part thereof, the ſaid defendant did not then and there pay to the ſaid plaintiffs, or either of them, but then and there wholly refuſed ſo to do; whereby and by force of, &c. an action hath, &c. two hundred and twenty-nine pounds ten ſhillings above demanded, being thirty ſhillings for each and every hogſhead of the ſaid tobacco ſo by the ſaid plaintiffs imported and refuſed as aforeſaid, and ſo burnt and deſtroyed as aforeſaid; yet, &c.

THE

Declaration by clerk of the peace against the inhabitants of an hundred for penalty in pulling down a turnpike gate, on 8. Geo. 2. c. 20. f. 6.

THE inhabitants of the hundred of H. in the ſaid county of S. were ſummoned to anſwer the clerk of the peace of the ſaid county of S. in a plea that they render to him twenty pounds which they owe to and unjuſtly detain from him; for that whereas certain offenders to the ſaid clerk of the peace wholly unknown, and the number of whom was and is to the ſaid clerk of the peace unknown, after the fifteenth day of May 1735, and within ſix months next before the ſuing forth of the original writ of the ſaid clerk of the peace, to wit, on, &c. in the twenty-third year of the reign of, &c. within the ſaid hundred, to wit, in the pariſh of, &c. in the ſaid county of S. within the ſaid hundred, with force and arms, to wit, with pick-axes, hatchets, ſaws, ſpades, clubs, and ſtaves did felonioufly, wilfully, and maliciouſly pull down, cut down, pluck down, throw down, level, and deſtroy a certain turnpike gate, and certain poſts, rails, walls, and other fences, to wit, ten poſts, &c. &c. thereunto belonging; which ſaid turnpike gate, rails, poſts, walls, and other fences were before then there erected by authority of parliament, and were then ſtanding and being in and acroſs the kin's highway in the ſaid pariſh of H. within the ſaid hundred, called the road, leading from B. aforeſaid, to a place commonly called , in the pariſh of Y. in the ſaid county of S. to prevent paſſengers paſſing by and through the ſaid turnpike gate in and along the ſaid road, without paying certain tolls ſaid and directed to be paid by act of parliament, and were then and there ſo erected and ſet up for the uſe and ſervice of collecting the ſaid tolls at the place aforeſaid, the ſame place being duly appointed for the purpoſe by and according to the act of parliament in ſuch caſe made and provided, againſt the peace of our lord the now king, and to the damage of twenty pounds, and againſt the form of, &c. and one J. B. and one D. G. within the ſpace of ſix days next before the ſaid offence was committed as aforeſaid, and before the taking of the ſaid original writ, to wit, the ſaid J. B. on, &c. and the ſaid D. G. on, &c. in the twenty-third year aforeſaid, at, &c. made information on their reſpective corporal oaths in this behalf, according to the form of, &c. before G. N. eſquire, then and ſtill being one of the juſtices of our lord the now king, aſſigned to keep the peace of our ſaid lord the king in and for the ſaid county of S. and alſo to hear and determine divers treſpaſſes, felonies, and other miſdeeds committed in the ſaid county, and then inhabiting in the county aforeſaid, near the , to wit, in the pariſh of H. in the ſaid county: And the ſaid clerk of the peace further ſaith, that the damages ſuſtained by the ſaid offence amounted to the ſaid ſum of twenty pounds, to wit, on, &c. in the twenty-third year aforeſaid, at, &c. of all which premiſes the ſaid inhabitants of the ſaid hundred afterwards, to wit, on, &c. at, &c. had notice, and were then and there required to make full ſatisfaction for the damages ſo ſuſtained as aforeſaid; yet the inhabitants of the ſaid hundred, although often requeſted, have not hitherto made any ſatisfaction or amends for the ſaid damages ſo as aforeſaid ſuffered, but have hitherto altogether refuſed, and ſtill do refuſe ſo to do, contrary to the form of, &c. whereby and by force of, &c.

all

an action hath accrued to the ſaid clerk of the peace to demand and have of the ſaid inhabitants of the ſaid hundred the ſaid ſum of twenty pounds above demanded, to wit, the value of the damages ſo ſuffered as aforeſaid; yet the ſaid inhabitants of the ſaid hundred, although often requeſted, have not yet paid, &c.: Plea, *Nil debet.*

Declaration on 3. Geo. 2. c. 26. againſt defendant for ſelling *coals* for a particular ſort, when they were of another and different ſort, contrary to the ſtatute.

——— B. B. who ſues in this behalf, as well for our ſovereign lord the king as for himſelf, complains of R. W. W. W. and T. M. being, &c. in a plea that they render to our ſaid lord the king, and the ſaid plaintiff, who ſues as aforeſaid, two thouſand pounds of, &c. which they owe to and unjuſtly detain from our ſaid lord the king and the ſaid B. B. who ſues as aforeſaid; for that whereas they the ſaid defendants, after the making of a certain act of parliament, made at the parliament of our ſovereign lord George the Second, late king of, &c. at a ſeſſion thereof held at Weſtminſter, in the ſaid county of Middleſex, in the ſaid year of his reign, entitled, "An Act for the better Regulation of "the Coal Trade," and after the twenty-fourth day of June 1770, mentioned in that act, and within the ſpace of ſix calendar months next before the commencement of this ſuit, to wit, on, &c. at, &c. in, &c. they the ſaid defendants then and there being perſons dealing in coals, did knowingly ſell to one J. M. a certain parcel or quantity of coals, to wit, twenty chaldron of coals for and as a ſort of coals which they really were not, that is to ſay, for and as a ſort of coals called Pontop coals; but the ſame coals ſo ſold as aforeſaid were coals of another and different ſort than coals of the ſaid ſort called Pontop coals, to wit, the coals of the ſort called Tenth Moor coals; and when in truth and in fact they the ſaid defendants, at the ſaid time when they the ſaid defendants ſo ſold the ſaid coals to the ſaid J. M. as aforeſaid, for and as coals of the ſaid ſort called Pontop coals, well knew that the ſaid coals ſo ſold by them as aforeſaid, were not really coals of the ſort called Pontop coals, but that the ſame was of another and different ſort than the ſaid ſort of coals called Pontop coals, to wit, coals of the ſort called Tenth Moor coals, againſt the form and true intent and meaning of the ſtatute; whereby and by force of, &c. an action hath accrued, &c. five hundred pounds, parcel of the ſaid two thouſand pounds above demanded: And the ſaid A. who ſues as aforeſaid, further ſays, that they the ſaid defendants, after the making of the ſaid act of parliament, after the twenty-fourth day of June 1730, mentioned in the ſaid act, and within ſix calendar months next before the commencement of this ſuit, to wit, on, &c. at, &c. did knowingly ſell to the ſaid J. M. a certain other parcel of coals, to wit, twenty other chaldron of coals for and as a ſort which they really were not, to wit, for and as a ſort of coals called Pontop coals, though in truth and in fact the ſaid coals ſo ſold by the ſaid defendants as laſt aforeſaid were not really coals of the ſame ſort called Pontop coals; but the ſame coals ſold as laſt aforeſaid were coals of another and different ſort than coals of the ſort called Pontop coals, to wit, of a ſort called Tenth Moor coals;

2d Count.

coals; and when in truth and in fact they the said defendants at the said time when they the said defendants so sold the said last-mentioned twenty chaldron of coals to the said J. M. as and for coals of the sort called Pontop coals, then and there, to wit, at the said time of selling thereof as last aforesaid, at, &c. in, &c. well knew that the said coals so by them sold as last aforesaid were not really coals of the sort called Pontop coals, but that the same were coals of another and different sort than the said sort of coals called Pontop coals, to wit, coals of the said sort called Tenth Moor coals, against the form of, &c.; whereby and by force of, &c. &c.: And the said A. who, &c. further says, that the said defendants, after the making of the said act of parliament, and after, &c. and within, &c. to wit, on, &c. at, &c. they the said defendants being then and there dealers and sellers of coals, did then and there knowingly sell and deliver unto the said J. M. a certain other parcel of coals, to wit, twenty other chaldron of coals for and as a sort called Pontop coals, when in truth and in fact the said coals so sold and delivered by the said defendants as last aforesaid were not nor was any *part* thereof really coals of the said sort called Pontop coals, but the same coals so sold and delivered as last aforesaid, and every part thereof, were coals of another and different sort of coals than coals of the sort called Pontop coals; and when in truth and in fact they the said defendants, at the said time when they the said defendants so sold and delivered the said last mentioned twenty chaldron of coals to the said J. M. as last aforesaid, as and for coals of the sort called Pontop coals, then and there, to wit, at the said time of the said selling and delivering thereof as last aforesaid, at, &c. in, &c. well knew that the said coals so by them sold and delivered as last aforesaid, were not, nor was any part thereof really coals of the sort called Pontop coals, but that the same and every part thereof then and there were and was coals of another and different sort than the said sort of coals called Pontop coals, against the form of, &c.; whereby, &c. &c. [there was another count]; yet, &c. &c. 3d Count.

———, to wit. A. who prosecutes in this behalf, as well, &c. complains of B. being, &c. in a plea that he render unto our said lord the king and the said A. who as well, &c. twenty pounds of lawful money, &c. which he owes to them and unjustly detains from them; for that whereas by a certain act of parliament made and published at the parliament of our sovereign lady Ann, late queen of Great Britain, &c. and holden at Westminster, in the county of Middlesex, on the twenty-third day of November, in the ninth year of her reign, entitled, "An Act to dissolve the present and "prevent future Combinations of Coal Owners and Lightermen, "Masters of Ships, and others to advance the price of Coals, in "Prejudice to the Navigation, Trade, and Manufactures of this "Kingdom, and for the future encouragement of the Coal Trade;" it was amongst other things for the encouragement of the said coal trade and for the preventing of frauds and abuses therein enacted by Declaration on the 9th of Ann. c. 28. s. 2. against the master of a ship not registering his certificate within forty-eight hours after entering the ship at the custom-house.

by authority of the ſame parliament, that every filler or other perſon ſending or delivering coals, or ſome or one of them, ſhould give a full, true, and ample certificate or certificates to each and every ſhip maſter every voyage, ſigned by his or their hand-writing, containing the day of the month and year of ſuch loading, the maſters and ſhips names, and the exact quantity of the uſual names of the ſeveral and reſpective collieries out of which the ſaid coals were or ſhould be wrought and gotten, and the price paid by the maſter or maſters for each and every ſort of coals that each and every filler or other perſons ſending or delivering coals as aforeſaid, his or their agent or ſervant, had full loaded on board, each and every ſhip or veſſel, which ſaid certificate or certificates ſhould on the arrival of the ſaid ſhip at the port of London, or any other delivering port, be regiſtered, if delivered in the port of London, at the Coquet-office, always kept and appointed by the lord mayor for the time being, and if delivered at any other delivering port then at the cuſtom-houſe with the keeper of the coquets there, for the regiſtering thereof no more than ſixpence ſhould be paid, to which ſaid regiſter any perſon or perſons ſhould or might have recourſe to ſee and examine without fee or reward; and in caſe any perſon or perſons ſhould omit or refuſe to give ſuch certificate or certificates as aforeſaid, or ſhould give or make any falſe certificate or certificates, or any maſter or miſtreſs of any ſhip or veſſel, ſhould knowingly cauſe any falſe certificate or certificates to be regiſtered in manner aforeſaid, or if the perſon or perſons who ought to regiſter, file, and enter ſuch certificate or certificates, or his or their clerk or deputy officiating in ſuch office or offices, ſhould neglect to regiſter the ſame for the ſpace of twenty-four hours after the delivering ſuch certificate or certificates into ſuch office or offices, or ſhould make falſe entry of ſuch certificate or certificates, or refuſe to ſhew or produce ſuch certificate or certificates, and regiſter thereof, to any perſon or perſons coming at the uſual office hours to inſpect the ſame; every perſon ſo offending ſhould for every ſuch offence forfeit and pay the ſum of ten pounds: And it was by the act of parliament further enacted, that all and ſingular the penalties and forfeitures in the ſaid act mentioned ſhould be one moiety to her majeſty, her heirs and ſucceſſors, the other moiety thereof to him or them who ſhould ſue for the ſame within the ſpace of three months next after this offence ſhould be committed, to be recovered with full coſts of ſuit by action of bill, plaint, or information in any of her majeſty's courts of record at Weſtminſter, no eſſoign, protection, or wager of law ſhould be allowed, or more than one imparlance given, as by the ſaid act of parliament more fully appears: And whereas after the making of the ſaid act of parliament, to wit, on, &c. and long before, and from thence continually until, and at, and after the time of the offence firſt hereinafter mentioned, being committed, the ſaid B. was maſter of a ſhip called, &c. to wit, at, &c. and being ſo maſter thereof, one C. afterwards, to wit, on, &c. at, &c. ſold and delivered to the ſaid B. and loaded on board the ſaid B.'s ſhip

a cargo of coals to be carried by him in his said ship in a voyage from N. aforesaid, to the port of L. aforesaid, and then and there gave to the said B. then master of the said ship, a full, true, and ample certificate signed by the said C. with his hand-writing, containing the day of the month and year of loading thereof, and the masters and ships names, and the exact quantity of the said coal so loaden on board the said ship, and the usual name of the colliery out of which the said coals were wrought and gotten, and the price paid him by the said B. the master of the said ship for the said coals so sold and loaded on board the said ship, and the said ship so loaden, afterwards, to wit, on, &c. set sail from N. aforesaid in and upon the said voyage, and afterwards, to wit, on, &c. in her said voyage arrived at the port of L. aforesaid, and the said B. afterwards, and within three months last past, before the exhibiting the said bill of the said A. to wit, on, &c. entered the said ship at the custom-house of London; yet the said B. well knowing the premises, but not regarding, &c. nor fearing, &c. did not within forty-eight hours after entry of his said ship at the said custom-house of London aforesaid, give in his said certificate to be registered at the Coquet-office there kept and appointed by the lord mayor of L. for the time being, which he ought to have done, according to the form and effect of the said act of parliament; whereby and by force of the said act of parliament, a action hath accrued to the said A. who sues well, &c. to recover of and from the said B. the said sum of ten pounds by him forfeited for the said offence, parcel of the said twenty pounds above demanded in the said bill also, after the making the said bill, to wit, on the aforesaid day of March 1737, and long before the exhibiting thereof, made, done, and committed, the said B. was master of the said ship, called, &c. to wit, at London aforesaid, at, &c. and being so master thereof, the said ship, upon the said fifteenth day of March in the said year, arrived at the port of London aforesaid with a cargo of coals, bought and loaden on board the same ship, and within three months after the said arrival of the same ship, and within three months last past, before the exhibiting the said bill of the said A. to wit, upon the same day and year last above-mentioned, the said B. entered his last-mentioned ship at the custom-house of L.; yet the said B. well knowing the premises, but not regarding the said statute, nor fearing the penalty therein contained, did not within forty-eight hours after the entry of his said last-mentioned ship at the custom-house of L. aforesaid, give in his certificate of the quantities from the filler or fillers, or other person or persons vending or delivering the said coals last above mentioned to be registered at the Coquet-office then kept and appointed by the lord mayor of L. for the time being, which he ought to have done, according to the form and effect of the said act of parliament, whereby, &c.; yet, &c. Pledges, &c.

2d Count, more general.

——, to

Declaration on 23. Eliz. for not repairing to church to hear divine ſervice.

———, to wit. A. who ſues and comes before the barons of the exchequer, on the twelfth day of February this term, by his attorney, and complains by bill againſt B. preſent here in court the ſame day, of a plea that he render to our ſaid lord the now king and the ſaid A. who ſues as aforeſaid, two hundred and twenty pounds of lawful, &c. which he owes to our ſaid lord the king and the ſaid A. who ſues as aforeſaid, and unjuſtly detains from them; for that the ſaid B. for the ſpace of eleven whole months next before the exhibiting of this bill, to wit, before the twelfth day of February, in the ninth year of the reign of our ſaid lord the king (the ſaid B. being all the ſaid time, and long before being above the age of ſixteen years, and an inhabitant within this kingdom, to wit, in the pariſh of Wigan, in the county of L. aforeſaid), hath not repaired, or endeavoured himſelf to repair to the pariſh church of Wigan aforeſaid, nor to any other church, chapel, or uſual place of common prayer, but for all the time aforeſaid, to wit, for the aforeſaid whole ſpace of eleven months, voluntarily and obſtinately hath forborn the ſame (he the ſaid B. having no lawful or reaſonable excuſe to be abſent therefrom), againſt the form of the ſtatute, &c.; whereby the ſaid B. forfeited twenty pounds for every month of the aforeſaid eleven months in which he the ſaid B. did not repair to come to church, chapel, or uſual place of common prayer as aforeſaid, in the whole amounting to two hundred and twenty pounds, to be divided into three equal parts, to wit, one third part thereof for our ſaid lord the now king to his own uſe, one other third part thereof for our ſaid lord the now king for the relief of the poor of the ſaid pariſh of W. in the county aforeſaid, in which ſaid pariſh the aforeſaid offence was committed, and one other third part thereof, being the reſidue thereof, for the ſaid A. who ſues as aforeſaid, according to the ſtatute, &c.; whereby an action hath accrued to our ſaid lord the now king and the ſaid A. who ſues as aforeſaid, to require and have of the ſaid B. two hundred and twenty pounds; yet the ſaid B. although often requeſted, hath not yet paid to the ſaid A. the two hundred and twenty pounds, or any part thereof to the ſaid lord the now king and the ſaid A. who ſues as aforeſaid, or either of them, but to pay the ſame to them hitherto hath, and ſtill doth wholly refuſe, to the ſaid A. who ſues as aforeſaid, his damage of ten pounds, and therefore as well for the ſaid lord the king as for himſelf he brings ſuit, &c.

Declaration on 2. Geo. 2. c. 23. s. 23. againſt defendant for carrying on a cauſe in the exchequer chamber, not being admitted a ſolicitor.

To the Juſtices of our Sovereign Lord the King of the Bench.

———, to wit. A. E. by his attorney, complains of B. D. gentleman, one of the attornies of the common bench of our ſaid lord the king, preſent here in court in his own proper perſon, of a plea that he render to the ſaid A. fifty pounds of lawful, &c. which he owes to him and unjuſtly detains; for that the ſaid B. after the firſt day of December 1730, to wit, on the firſt day of July 1742, at Weſtminſter, in the ſaid county, did act as a ſolicitor

ſolicitor in the court of equity in the exchequer chamber, at Weſtminſter aforeſaid, in a cauſe there depending between the ſaid A. plaintiff and C. defendant, on the part and behalf of and in the defence of the ſaid C. for and in expectation of gain, fees, and reward, whereas he the ſaid B. at the time he ſo acted as a ſolicitor as aforeſaid, was not admitted nor inrolled a ſolicitor in the ſame court purſuant to the ſtatute, &c. contrary to the form and effect of that ſtatute; by reaſon whereof and by force of that ſtatute an action hath accrued to the ſaid A. to demand and have of the ſaid B. the ſaid fifty pounds; nevertheleſs the ſaid B. although often requeſted hath not rendered, &c. to the damage, &c. and therefore he prays relief, &c.; yet, &c.

Declaration on 1. and 2. P. and M. c. 7. againſt defendant not being a freeman of or reſiding in a borough, or the liberties thereof, for ſelling goods by retail on other days than when an open fair was held.

FOR that the borough of Bridgnorth, in the county of Salop aforeſaid, on the twelfth day of November 1754, and long before, and continually from that time hitherto hath been, and ſtill is an ancient borough, town corporate, and market town, and that the ſaid B. not regarding the ſtatute in this caſe made, nor the penalty therein contained, after the feaſt of St. Michael the Archangel 1555, to wit, on the third day of September 1743, at the borough of B. aforeſaid, the ſame laſt-mentioned day on which any open fair was held in the ſame borough, *the ſaid B. not then or yet being a freeman of the ſaid borough, and not inhabiting or dwelling within the ſaid borough or the liberties thereof* *, did ſell and retail certain mercery ware, to wit, one yard and three quarters of a yard of cloth made of linen and cotton yarn, called linen and cotton check, of the value of two ſhillings and elevenpence, contrary to the form, &c.; by reaſon whereof and according to the form of the ſaid ſtatute the ſaid B. hath forfeited ſix ſhillings and eightpence, whereby an action hath accrued to our ſaid lord the king and the ſaid A. who ſues as aforeſaid, to demand and have of the ſaid B. the ſaid ſix ſhillings and eightpence, parcel of the ſaid forty ſhillings: And the ſaid A. and C. who ſue as aforeſaid further ſay, that the ſaid B. not regarding the ſaid ſtatute, &c. [Another Count for cauſing to be ſold, &c. Two other Counts for ſelling and cauſing to be ſold haberdaſhery wares, and twenty ſhillings for linen cloth.]

* Theſe words ſeem proper to be inſerted, and were inſerted in a juſtification under the ſtatute by Mr. Ford.

Declaration on 9, and 10. Wm. 3. againſt hawkers and pedlars.

———, to wit. T. Meſſey, who as well for the poor of the pariſh of St. N. in the ſame city as for himſelf, complains of R. T. being, &c. of a plea that he render to the ſaid poor of the ſaid pariſh and the ſaid T. who ſues as aforeſaid, twelve pounds of lawful, &c. which he owes to the ſaid poor and the ſaid T. who ſues as aforeſaid, and unjuſtly detains; for this, that the ſaid R. being a hawker and trading perſon going from town to town, and carrying

carrying to ſell, and expoſing to ſale linen cloth other than the manufacture of this kingdom, to wit, linen cloth of the manufacture of the kingdom of Ireland, *after the twenty-third day of June* 1710, and before the exhibiting the ſaid bill of the ſaid T. who ſues as aforeſaid, to wit, on the ſeventh of March 1742, at the ſaid pariſh of St. N. was found trading as ſuch hawker as aforeſaid, and that the ſaid R. ſo being ſuch hawker as aforeſaid, then and there expoſed to ſale a certain piece of linen cloth of the manufacture of the kingdom of Ireland, without having any licence to qualify the ſaid Robert ſo to do, contrary to the form of the ſtatute, &c. by reaſon whereof an action hath accrued to the ſaid poor and the ſaid T. who ſues as aforeſaid, to demand and have of the ſaid R. the ſaid twelve pounds; nevertheleſs the ſaid R. although often requeſted, hath not paid to the ſaid poor and the ſaid T. who ſues as aforeſaid, the ſaid twelve pounds or any part thereof, but the ſaid R. to pay the ſame to the ſaid poor and the ſaid T. who ſues as aforeſaid, hath hitherto altogether refuſed, and yet doth refuſe, whereupon the ſaid T. who ſues as aforeſaid, ſays that he is injured, and hath damage to the value of five pounds; and therefore as well for the ſaid poor as for himſelf he brings ſuit, &c.; yet, &c.

Declaration againſt the defendant for not taking the *oaths and qualify* &c. agreeable to 18. G. 2. ch. 20.

SUFFOLK, to wit. A. B. late of, &c. was ſummoned to anſwer to the poor of the ſaid pariſh, &c. and to C. D. who ſueth in that behalf as well for the poor of the ſaid, &c. of a plea that he render to the ſaid poor and the ſaid C. D. who ſues as aforeſaid, one hundred pounds, &c. which he oweth to and unjuſtly detains from them, &c.; and whereupon the ſaid C. D. who ſues as aforeſaid, by A. B. his attorney, ſaith, that the ſaid John Ord not regarding the ſtatute in ſuch caſe made and provided, nor fearing the penalties therein contained, after the twenty-fifth day of March, which was in the year of Our Lord 1746, and within ſix months next before the ſuing out the original writ of the ſaid Thomas, who ſues as aforeſaid, to wit, on the fifteenth day of June, in the year of Our Lord 1780, within that part of Great Britain called England, to wit, in the pariſh of, in the ſaid county of Suffolk, took upon himſelf to act and did act as a juſtice of the peace for the ſaid county of Suffolk: And the ſaid Thomas, who ſues as aforeſaid, further ſaith, that the ſaid John Ord did not at any time before he ſo acted as juſtice of the peace as aforeſaid, at any general or quarter ſeſſions of the peace holden in and for the ſaid county of Suffolk, take and ſubſcribe the oath ordered and enacted by the ſtatute made in the eighteenth year of the reign of our late ſovereign king George the Second, intitled, "An Act to amend and "render more effectual an Act paſſed in the Fifth Year of his pre- "ſent Majeſty's reign, intitled, An Act for the further Qualifica- "tion of Juſtice of the Peace, to be taken and ſubſcribed by Perſons "before they take upon themſelves to act as Juſtices of the Peace;" whereby and by force of the ſaid ſtatute the ſaid John Ord hath for-

forfeited to the poor of the said parish of Torncham Saint Genovive in which said parish the said John Ord usually resides, and to such person or persons who should sue for the same, the sum of one hundred pounds; whereby and by force of the said statute an action hath accrued to the said Thomas, who sues as aforesaid, to demand and have of and from the said John Ord for his said offence for the poor of the said parish and for himself the said Thomas, who sues as aforesaid, the said sum of one hundred pounds above demanded; yet the said John Ord, although often requested, hath not paid the said one hundred pounds or any part thereof to the said parish of Torncham Saint Genovive, or the said Thomas, who sues as aforesaid, or to either of them, but to pay the same the said John Ord hath hitherto wholly refused and still doth refuse, to the damage of the said Thomas, who sues as aforesaid, of twenty pounds; and therefore the said Thomas, as well for the said poor as himself, brings suit, &c.

As the 18th section of this act enacts, that no action shall be brought for any thing done in pursuance of it, unless commenced within six months after the fact committed, and the plaintiff in that action should be nonsuited, or a verdict pass against him, or judgment be given upon demurrer, the defendant should have double costs; and as this action was brought by bill of Middlesex, more than three years after the fact committed, and the defendant pleaded the general issue, and several other pleas, to which the plaintiff demurred, judgment was given for the defendant, but after two years' delay, debtant.

J. WOODRIDGE, late of London, gentleman, was summoned to answer J. B. of the city of London, in a plea that he render to the said J. B. the sum of forty pounds, which he owes to and unjustly detains from him, whereas the said J. B. hath alleged, and in his bill of complaint hath declared, that whereas in and by a certain act made in the parliament holden at Westminster, in the county of Great Britain, by the name of the parliament holden at Westminster in the county of Middlesex, the twenty-third day of October, in the tenth year of her reign, it was amongst other things enacted by the authority of the same parliament, that from and after the twenty-ninth day of the then next session of parliament all persons that should use or exercise within the city of London and liberties thereof should at such time be admitted to use by the court of the mayor and aldermen of the said city for the time being, under such reasonable conditions and limitations for their good behaviour as the court should think fit and reasonable; And it was further enacted by the said act, that if any person or persons from and after the determination of the term prescribed in and by the said parliament should take upon him to act as a broker, or employ any under him as such within the said city and liberties, not being admitted as aforesaid, every such person so offending should forfeit and pay to the mayor and community and citizens of the said city for every such offence the sum of twenty-five pounds, to be recovered by action of debt in the name of the chamberlain of the said city in any court of record (of the said before the queen): And the said J. B. in fact saith, that after the

Declaration on the 6th of Anne, for acting as a broker within the city of London not being admitted by the court of the mayor and aldermen to act as such.

determination of the ſaid ſeſſion of parliament, to wit, on, &c. A. D. 1740, he the ſaid J. B. was, and ever ſince hath been, and now is chamberlain of the city of London; and that the ſaid J. W. afterwards, to wit, on, &c. within the ſaid city of London, at, &c. did take upon him to act as a broker, to wit, in making a bargain and contract between S. C. of, &c. of the one part, and T. P. of, &c. of the other part, for a reward then to be had by him the ſaid J. W. contrary to the form and effect of the ſaid act, he the ſaid J. W. then or at any time before or ſince, not being admitted by the ſaid court of mayor and aldermen of the city of London to be a broker, or to act as a broker within the ſaid city of London and liberties thereof, by which an action hath accrued to the ſaid J. B. to demand and have of the ſaid J. W. twenty-five pounds, parcel of the ſaid ſum of fifty pounds above demanded: *And* the ſaid J. B. further ſaith, that afterwards, to wit, on, &c. within the ſaid city of L. to wit, at, &c. he the ſaid J. W. did further take upon him to act as a broker, and did act as a broker in other contracts between merchant and merchant, and merchants and others for reward then to be had by him the ſaid J. W. contrary to the form and effect of the ſaid act, he the ſaid J. W. then or at any time before or ſince, not being admitted by the ſaid court of mayor and aldermen of the ſaid city to be a broker within the ſaid city of L. and liberties thereof, by which an action hath accrued to the ſaid J. B. to demand and have of the ſaid J. W. the ſum of other twenty-five pounds, reſidue of the ſaid ſum of fifty pounds above demanded; yet, &c.

Declaration for ſtarting a *running mare* for a leſs ſum than fifty pounds.

WILTSHIRE, to wit. Paul Auſtin, who ſues as well for himſelf as for the poor of the pariſh of W. complains againſt J. R. being, &c. of a plea that he render to the poor of the pariſh aforeſaid, and to the ſaid Paul, who ſues as aforeſaid, the ſum of four hundred pounds, which he owes to and unjuſtly detains from them; for that whereas the ſaid J. R. not regarding the ſtatute in, &c. or fearing, &c. after the twenty-fourth day of June 1740, to wit, on, &c. within the kingdom of England and elſewhere than in the county of Somerſet, to wit, in the ſaid pariſh of W. in the ſaid county of W. *did ſtart and run a certain gelding* of the ſaid J. R. for a certain price or ſum of money, of leſs value than fifty pounds, to wit, for the ſum of ten pounds, againſt the form of, &c.; whereby and by force of, &c. he the ſaid J. R. hath forfeited to the poor of the ſaid pariſh of W. (in which ſaid pariſh the ſaid offence was committed) and to ſuch perſon or perſons who ſhould ſue for the ſame, the ſum of two hundred pounds; whereby and by force of, &c. an action hath accrued, &c. &c.: And the ſaid Paul, who ſues as aforeſaid, further ſaith, that the ſaid J. R. further diſregarding the ſtatute in that caſe made and provided, and the penalty therein contained, afterwards, and after the twenty-fourth day of June [Like the firſt Count, only "*did ſtart*" inſtead

inſtead of "*did ſtart and run*];" yet, &c. (Common concluſion in *qui tam* actions.)

The reaſon why the county of Somerſet is mentioned, becauſe the hundred gives in that county one moiety to the king, and the other to the maintenance of the infirmary of Bath, and nothing to the informer.

Wedneſday next, after three weeks from the day of Eaſter, in Eaſter Term, nineteenth Year of King George the Second.

Writ of privilege by an attorney, for not attending to give evidence on a trial at *niſi prius*, after being ſerved with a ſubpœna.

MIDDLESEX, to wit. P. Higham, gentleman, was attached by his preſent majeſty's writ of privilege iſſuing out of this court, to anſwer to E. Betts, gentleman, one of the attornies of ſaid preſent majeſty's court here, according to the liberties and privileges of the ſame, for ſuch attorney and other officers of the bench time out of mind uſed and approved of in the ſame, in a plea that the ſaid plaintiff render to him the ſaid E. four hundred and eighty-ſeven pounds ten ſhillings which he owes to him and unjuſtly detains from him, &c.; for that whereas the ſaid E. on the twenty-third day of October, in the term of St. Michael, in the nineteenth year of the reign of our ſaid lord the king, in the ſaid court of the ſaid lord the king of the bench here, to wit, at W. in the county aforeſaid, by bill impleaded, A. H. gentleman, then being one of the attornies of the ſaid court of the ſaid lord the king of the bench here in his proper perſon, in a plea that he the ſaid A. then owed to the ſaid E. and unjuſtly detained, &c.: For that whereas the ſaid A. on the ſixteenth day of October, in the eighteenth year of the reign of his preſent majeſty, at Weſtminſter, in the ſaid county of Middleſex, by his certain writing-obligatory acknowledged himſelf to be bound to the ſaid E. in the ſaid one thouſand four hundred pounds, to be paid to the ſaid E. when he ſhould thereunto be afterwards requeſted; nevertheleſs the ſaid A. although often requeſted, the ſaid one thouſand four hundred pounds to the ſaid E. had not then paid, but the ſame to him to pay altogether refuſed, and then and ſtill refuſed, whereupon the ſaid E. ſaid that he was injured, and had damage to the value of ten pounds, and thereupon he prayed relief, &c.; and he then brought into court the writings-obligatory aforeſaid, which teſtified the debt aforeſaid in form aforeſaid, the date whereof was the ſame day and year laſt aboveſaid: And the ſaid A. in his own proper perſon, came and defended the wrong and injury, when, &c. and ſaid that he ought not to be charged with the ſaid debt by virtue of the ſaid writings-obligatory, becauſe he ſaid that the ſaid writings-obligatory were not his deed; and of that he put himſelf upon the country; and the ſaid E. did ſo likewiſe; and thereupon ſuch proceedings were had in the ſaid court here, that a jury of the country was thereſore reſpited between the ſaid E. and A. before the juſtices of his ſaid majeſty here, to wit, at Weſtminſter aforeſaid, until Thurſday next after the morrow of the Purification of the Bleſſed Virgin Mary then next following, unleſs Sir John Willes, knight.

Declaration ſet forth.

Plea ſet forth.

knight, chief juſtice of his ſaid majeſty's court of the common bench here appointed to try and determine cauſes by force of the ſtatute in ſuch caſe made and provided, on Friday the thirty-firſt day of January, at Weſtminſter aforeſaid, in the great hall of pleas commonly called Weſtminſter-Hall, ſhould come there before for default of jurors becauſe none came; whereupon the ſaid E. Betts, before the ſaid Friday, to wit, the thirty-firſt day of January, to wit, the twenty-eighth day of November, in the ninth year aforeſaid, proſecuted out of his ſaid majeſty's court of King's Bench here, to wit, at Weſtminſter aforeſaid, a certain writ of his ſaid majeſty's called a ſubpœna, directed to the ſaid P. Higham and one A. R. gentleman, by which they were, and every of them was commanded that all other things ſet aſide and ceaſing every excuſe, they and every of them ſhould be and appear in their proper perſons before the ſaid Sir J. W. knight, &c. on the Friday, the thirty-firſt day of January then next enſuing, at Weſtminſter Hall, to teſtify the truth according to their knowledge in the ſaid action then in his majeſty's court before his juſtices at Weſtminſter depending, between the ſaid E. Betts, plaintiff, and the ſaid A. R. defendant, of the plea of debt aforeſaid, and at the aforeſaid day by a jury of the country between the parties aforeſaid of a plea aforeſaid to be tried, and they or any of them ſhould in nowiſe omit, under the penalties of every of them one hundred pounds, which ſaid writ of the ſaid E. B. afterwards, and before the ſaid thirty-firſt day of January, to wit, on the twentieth day of the ſame month of January, at Sudbury in the county of Suffolk, the place where the ſaid P. H. then dwelt, cauſed to be made known and ſhewn to the ſaid P. H. and cauſed then to be left at S. aforeſaid with the ſaid P. H. a note in writing of the ſaid day and place of appearance of the ſaid P. H. according to the exigency of that writ, to certify as aforeſaid, and then and there tendered and offered to the ſaid P. H. to pay him, and was then and there ready and willing to pay to the ſaid P. H. the ſum of ſix guineas of, &c. being a reaſonable ſum for his coſts and charges in this behalf, which ſaid ſum of ſix guineas he the ſaid P. H. then and there refuſed to accept: And the ſaid E. in fact ſays, that afterwards, on the day and place aforementioned in that reſpect, came the ſaid Sir J. W. knight, chief juſtice of his ſaid majeſty of the ſaid bench here appointed by force of the ſtatute, &c. ready to try the ſaid iſſue, and as well the ſaid E. B. by his attorney aforeſaid, as alſo the ſaid A. R. in his proper perſon then and there came, and the jurors of the ſaid jury impannelled and drawn by ballot, according to the form of the ſtatute, &c. called over, and then and there likewiſe came, who being tried and ſworn to ſpeak the truth of the ſaid matter in queſtion, nevertheleſs the ſaid P. H. not in the leaſt regarding the ſtatute, &c. nor the penalty therein contained, although then and there ſolemnly called for that purpoſe, did not appear before the ſaid Sir J. W. knight, his ſaid majeſty's chief juſtice of the ſaid bench of Weſtminſter aforeſaid, in the great hall of pleas there, to give his teſtimony in the ſaid caſe on the

Took out ſubpœna.

Subpœna ſent to the witneſs.

Offered his charges.

Refuſed by defendant.

Trial came on.

Defendant never appeared.

the ſaid trial, although the ſaid P. H. had no lawful or reaſonable let or impediment to the contrary, but neglected ſo to to do, in contempt of the ſaid ſtatute, and by reaſon of the ſaid neglect of the ſaid P. H. in that reſpect, and becauſe the evidence he could have given for the ſaid E. B. would have been material, and was neceſſary for the ſaid E. B. to prove and maintain his ſaid recited declaration, and the matter therein contained, and the iſſue above joined on the part of the ſaid E. for want of the ſaid teſtimony of the ſaid P. H. could not ſafely take and abide by the verdict of the ſaid jury on the ſaid iſſue ſo joined as aforeſaid; but the jury having withdrawn from the bar of the ſaid court to conſider on the verdict to be given on the premiſes in the iſſue aforeſaid, and having conſulted and agreed amongſt themſelves on their verdict, and for that purpoſe being come back again to the bar of the ſaid court, he the ſaid E. B. although ſolemnly called, came not into the ſaid court again, nor did he further proſecute his ſuit againſt the ſaid A.; and thereupon afterwards, to wit, on Wednesday next after fifteen days from the day of Eaſter in the ſame term, it was conſidered in and by the ſame court of the ſaid majeſty of C. R. here, to wit, at Weſtminſter aforeſaid, that the ſaid E. B. ſhould take nothing by his ſaid bill, but the ſaid E. B. and his pledges of proſecuting ſhould be therof in mercy, &c. (Enquire the names of the pledges, &c.) and that the ſaid A. ſhould go without day: It was alſo conſidered that the ſaid A. ſhould recover againſt the ſaid E. his damages by reaſon of the premiſes, to wit, ſeven pounds ten ſhillings, by the diſcretion of the ſame court here aſſeſſed to the ſaid A. at his requeſt for the ſame cauſes by him in that behalf ſtanding, according to the form, &c. as by the record and proceedings aforeſaid remaining in the ſame court here, to wit, at Weſtminſter aforeſaid, manifeſtly appears: And the ſaid E. R. in fact ſays, that he the ſaid E. B. afterwards, to wit, on the twenty-ninth day of April, in the nineteenth year aforeſaid, at Weſtminſter aforeſaid, paid to the ſaid A. the ſeven pounds ten ſhillings ſo recovered againſt him as aforeſaid to avoid the execution of the ſaid writ, and that he the ſaid E. B. laid out and expended in and about the proſecution of his ſaid recited ſuit, a large ſum of money, to wit, the ſum of twenty pounds, &c. to wit, at Weſtminſter aforeſaid, and that he the ſaid E. B. ſuſtained damages over and above the ſeveral ſums of money by reaſon of the ſaid P. H. not appearing at Weſtminſter aforeſaid, to wit, the ſame day and place, as there as a witneſs for the ſaid E. B. as aforeſaid, to the value of one thouſand four hundred pounds of, &c. to wit, at Weſtminſter aforeſaid, which ſaid damage of the ſaid E. B. amounts in the whole to one thouſand four hundred and twenty-ſeven pounds ten ſhillings; by reaſon whereof, and alſo by force of the ſaid ſtatute, &c. an action hath accrued to the ſaid E. to have execution of the ſaid P. H. the ſum of ten pounds by him forfeited for his ſaid offence by force of the ſaid ſtatute, and alſo his ſaid damages, amounting in the whole to one thouſand four hundred and thirty-ſeven pounds ten ſhillings; yet the ſaid P. H. although often requeſted, hath not yet

His evidence would have been material.

Obliged to be non-proſſed.

Expended twenty pounds in his ſuit beſides;

and loſt by defendant, not appearing as evidence, one thouſand four hundred pounds.

rendered to ſaid E. the ſaid one thouſand four hundred and thirty-ſeven pounds ten ſhillings, but hath hitherto altogether denied, and ſtill doth deny to render the ſame to him, whereby the ſaid E. ſaith that he is injured, and hath damage to the value of ten pounds, and thereupon he brings ſuit. Pledges, &c.

23. Eliz. c 10. ſ.4. for *hunting in ſtanding corn.*

———, to wit. John Loughton complains of J. C. being, &c. of a plea that he render to him forty ſhillings, of, &c. which, &c. for that the ſaid J. after the firſt day of April, in the year of Our Lord 1581, to wit, on the firſt day of , in the year of Our Lord 1746, did, without the licence and conſent, and againſt the will of the ſaid J. hunt with ſpaniels on the ground of the ſaid J. to wit, in a certain cloſe of the ſaid J. called at Iver, in the ſaid county, there being then ſtanding and growing in and upon the ſaid ground in which the ſaid J. did ſo hunt as aforeſaid, certain corn of the ſaid J. to wit, wheat, oats, and barley, the ſaid corn being then cared, and the ſame or any part thereof not being then ſhocked, cocked, hilled, or copped, contrary to the form of, &c. whereby and by force of the ſtatute an action hath accrued to the ſaid J. to demand and have of the ſaid J. the ſaid ſum of forty ſhillings; nevertheleſs the ſaid J. although often requeſted, hath not rendered to the ſaid J. the ſaid ſum of forty ſhillings, or any part thereof; but the ſame to him to render hath hitherto altogether refuſed, and ſtill doth refuſe, to the damage of the ſaid J. of twenty ſhillings, and therefore he brings ſuit, &c. pledges, &c.

Declaration againſt a *goaler* for extorting money from his priſoner on the 2. Geo. 2. c. 22. for beer.

———, to wit. A. complains againſt B. being, &c. of a plea that he render to him one hundred and fifty pounds, which he owes to him and unjuſtly detains, &c. for this, to wit, that on the firſt day of March 1737, at and in the ſaid county, the ſaid B. being the keeper or goaler of our lord the king of the borough of C. in the ſaid county, and the ſaid A. then being a priſoner in the ſaid goal, committed to the cuſtody of the ſaid goaler in the ſame goal under an arreſt, by virtue of a certain proceſs before that time iſſued out of the court of our ſaid the king of record of the ſaid borough of C. he the ſaid B. did require and enforce the ſaid A. to pay the ſaid B. and the ſaid B. did then and there extorſively take and receive from the ſaid A. one halfpenny, for permitting and ſuffering him to ſend for and have to his own uſe one quart of beer, contrary to the form of the ſtatute, &c. whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid A. to require and have from the ſaid B. fifty pounds, parcel of the ſaid one hundred and fifty pounds: And the ſaid A. further ſays, that afterwards, to wit, on the ſame day and year aforeſaid, at C. aforeſaid, the ſaid B. ſo being goaler of the ſaid goal, and the ſaid A. ſo being a priſoner committed to his cuſtody under an arreſt in the ſaid goal as aforeſaid, he the ſaid B. did require and enforce the

ad Count.

ſaid

ſaid A. to pay to the ſaid B. and the ſaid B. did then and there extorſively receive and take from the ſaid A. one other halfpenny, for permitting and ſuffering to ſend for and have to his own uſe one quart of ale, contrary to the form of the ſtatute, &c. whereby and by force, &c. an action hath accrued to the ſaid A. to require and have of the ſaid B. other fifty pounds, other parcel of the ſaid one hundred and fifty pounds: And the ſaid A. further ſaith, that afterwards, to wit, on the ſame day and year aforeſaid, at C. aforeſaid, the ſaid B. ſo being goaler of the ſaid goal, and the ſaid A. ſo being a priſoner committed to his cuſtody, under an arreſt, in the ſaid goal as aforeſaid, he the ſaid B. did require and enforce the ſaid A. to pay to the ſaid B. and the ſaid B. did then and there extorſively take and receive from the ſaid A. a large ſum of money, to wit, the ſum of five pounds, for permitting and ſuffering the ſaid A. to have and uſe in the ſaid goal certain bedding of the ſaid A. contrary to the form, &c. whereby, &c. an action hath accrued to the ſaid A. to demand and have of the ſaid B. other fifty pounds, reſidue of the ſaid one hundred and fifty pounds; nevertheleſs the ſaid B. although often requeſted the ſaid one hundred and fifty pounds, to the ſaid A. hath not rendered, but the ſame to him to render hath hitherto altogether refuſed, and yet doth refuſe; wherefore the ſaid A. ſaith that he is injured, and hath damage to the value of twenty pounds, and therefore he brings ſuit. 3d Count.

FOR that the defendant not regarding the ſtatute in ſuch caſe made and provided, nor fearing the penalties therein contained, after the twelfth day of November 1694, to wit, on the fourth day of May, in the year, &c. at, &c. did unlawfully write, or cauſe to be written upon a piece of paper, a certificate of marriage, ſigned by him the ſaid defendant, purporting that M. W. and J. L. were married on the ſaid fourth day of May, in the ſaid year 1737, for which ſaid certificate ſo written on the ſaid piece of paper, a duty of five ſhillings then was payable to the ſaid now lord the king, and the ſaid piece of paper at or before the time of the ſaid certificate being ſo written and made thereon, not being marked or ſtamped, according to the direction of the ſtatute in ſuch caſes lately made and provided, with a mark or ſtamp denoting the payment of the ſaid duty, nor having therein any mark or ſtamp reſembling the ſame, contrary to the form, &c. whereby, &c. by force, &c. an action hath accrued, &c. Againſt a perſon for granting certificates of marriage upon paper unſtamped.

This action muſt be brought in the name of an informer, who as well, &c.

CORNWALL, to wit. B. late, of, &c. was ſummoned to anſwer to A. of a plea that he render to him twenty pounds of lawful, &c. which he owes to and unjuſtly detains from him, &c. and whereupon the ſaid A. by his attorney, ſays, that the ſaid B. within two years next before the ſuing forth of the original writ of the ſaid A. to wit, at the court of record of our now ſovereign On 16 Cha. 2. c. 15. for proſecuting plaintiff in the *Stannary Court*, when it did not appear he was not a *tinner*.

lord the king, of the Hannary of in the said county of C' held for the said Hannary, at , within the said Hannary, and the county of C. aforesaid, on the twenty eighth day of March, in the eleventh year of the reign of the said lord the king, before R. Huffy, gentleman, the steward of the said court, sued, prosecuted, and implaced the said A. in the said court, in a certain plea of trespass upon the case: And the said A. further saith, that he the said B. at the time of the said suit commenced against him, or within half a year then last past, was not in truth and without fraud a working or labouring timber, in or about any tin work which had been laten within one half year next before the commencement of the said suit: and that he the said A. at the time of the said commencing the said suit was a timber, contrary to the form of, &c. by reason whereof, and before the making of, &c. an action hath accrued, &c. ten pounds, parcel of the said twenty pounds above demanded: And whereas he the said B. afterwards, and within one year next before the suing out the original writ of the said A. to wit, at the court of record of the said lord the king, of the Hannary of held for the said Hannary at aforesaid, within the said Hannary, and the county aforesaid, on, &c. in the said eleventh year of, &c. before the said R. H. gentleman, then steward of the said court, levied his plaint in the same court against the said A. for an other trespass upon the case, and thereupon there at the same court had process out of the said court against the said A. upon the said plaint to take and arrest the said A. by his body, to answer to the said B. in the plea aforesaid, under colour whereof he the said B. afterwards, &c. hath procured the said process, to wit, on, &c. at, &c. in, &c. and within the said Hannary aforesaid, caused a precept to be to the said A. to be taken and arrested by his body, and kept and detained him in custody under colour of the same process at the suit of the said B. for the cause aforesaid, for a long space of time, to wit, for the space of six hours: And the said A. further saith, that he the said B. at the said time of the levying of the said plaint hath above mentioned, or within half a year last past, was not in truth and without fraud working as a labouring timber man in and about any tin works which had been laten foot within one half year next before the levying of the said plaint of the said B. against the said A. in manner and form as he hath above alleged, and that the said A. at the said time of levying the said plaint was not a timber, contrary to the form of, &c. whereby, &c. other ten pounds, residue of the said twenty pounds above demanded; yet, &c. &c.

Declaration on 34 & 35. H. 8. c. 9. s. 6. for throwing *ballast* overboard into the harbour of Pool.

———, to wit. A. who sues in this behalf as well for our sovereign lord the king as for himself, complains against B. being, &c. in a plea that he render to our said lord the king, and the said A. who sues as aforesaid, five pounds of, &c. which he owes to and unjustly detains from them; for this, that the said B. not regarding,

gardin-, &c. nor fearing, &c. after the firſt day of Auguſt 1543, to wit, on, &c. at, &c. did unlawfully caſt and unload out of a ſhip, called, &c. whereof the ſaid A. was then maſter, the ſaid ſhip then being within the channel of the river S. and the ſaid river long before flowing and running to the town and county of P. within the realm, a great quantity of ballaſt, to wit, five hundred boat load's of ballaſt into the channel of the ſaid river, and below the full ſea mark there, contrary to the form of, &c.; by reaſon whereof, and by force of, &c. the ſaid B. hath forfeited ſix pounds, current money of the ſaid lord the king, and the other moiety to the ſaid A. who ſues as aforeſaid; whereby and by force of, &c. an action hath accrued, &c. &c.; yet, &c. &c.

———, to wit. A. who ſues in this behalf as well for our ſovereign lord the king as for himſelf, complains of B. being, &c. in a plea that he render to them the ſum of, &c. which he owes to and unjuſtly detains from them; for that whereas the ſaid B. after the fifteenth day of May 1731, and within ſix months laſt paſt, before the exhibiting the bill of the ſaid A. who ſues as aforeſaid, to wit, at, &c. was maſter of a certain ſhip or veſſel called C. then uſed and employed in the coal trade, and then lying in the river Thames, at London aforeſaid, laden with coals to be ſold and delivered in the ſaid river there, and the ſaid B. being ſo maſter thereof, he the ſaid B. not regarding, &c. nor fearing, &c. afterwards, to wit, on, &c. at, &c. did unlawfully not keep turn in ſelling and delivering the ſaid coals in the ſaid river Thames there, contrary to the form, &c. by reaſon whereof the ſaid B. by force of the ſaid ſtatute became forfeited the ſum of one hundred pounds for the ſame cauſe, one moiety thereof to the ſaid lord the king, and the other moiety thereof to the ſaid A. who ſues as aforeſaid, with treble coſts of ſuit, whereby and by force of, &c. an action hath accrued, &c. &c.: *(a)* And whereas alſo the ſaid B. after the ſaid fifteenth day of May 1731, and within ſix, &c. to wit, on, &c. at, &c. in, &c. was maſter of another ſhip or veſſel called C. then uſed and employed in the coal trade, and then lying in the ſaid river of Thames, at London aforeſaid, laden with coals to be ſold and delivered in the ſaid river there, amongſt divers other ſhips and veſſels then lying in the ſaid river there, likewiſe laden with coals to be ſold and delivered in the ſame river there, and that a certain ſhip or veſſel called E. laden with coals, whereof O. P. then was maſter, then lying in the ſame river there, firſt in turn for the coals therein laden to be ſold and delivered there: And that the ſaid ſhip or veſſel of the ſaid B. laſt above-mentioned, called E.

Declaration on 4. Geo. 2. c. 30. againſt the maſter of a ſhip for not keeping his turn in ſelling coals.

2d Count.

(a) Qu. If this Count ſhould not ſhew the uſage in ſelling coals, and that the ſecond ſhip in turn is obliged to ſell ſo as to ſhew what keeping in turn is.

laden

laden with coals as aforesaid, then lay in the said river there second in turn for the coals therein laden to be sold and delivered there, and the said then master of the said ship or vessel called C. then and there exposed to sale, and then offered to one Q. X. to sell and deliver to him in the said river there the coals then laden on board his said ship or vessel as aforesaid, at the rate and price of shillings by the chaldron, and thereupon the said Q. X. was then and there ready to buy, and then and there offered to the said B. to buy of him the said B. the said coals so laden on board the said ship of the said B. last above mentioned in the said river there at the same price, and then and there requested the said B. to sell him the said coals in the said B's said ship, at the price of by the chaldron, and then and there gave notice to the said B. that the said then and there exposed to sale, and offered to the said Q. X. to sell him his said coals at the said price of by the chaldron, yet the said B. well knowing the premises, but not regarding the said statute, nor fearing the penalty therein contained, but devising and unlawfully intending to enhance the price of coals in the said river of T. by the not keeping of turn and selling and delivering coals there, contrary to the form of, &c. to the prejudice of the manufacturers of this realm, and to the oppression of the poor of this realm, he the said B. then and there while his said last-mentioned ship was second in turn as aforesaid, and after the said notice given him as aforesaid, unlawfully refused to sell the said coals so laden on board his said last ship to the said Q. X. at the rate and price of by the chaldron, but then and there unlawfully inhibited to have of the said Q. X. for his said coals on sale thereof to him a much larger rate and price, to wit, the price of by the chaldron: And the said A. who sues as aforesaid, further saith, that the said while his ship was first in turn as aforesaid, and while the said last ship of the said B. was second in turn as aforesaid, and after the refusal of the said B. to wit, on, &c. in the said river, there sold and delivered *(a)* his said coals so laden on board his said ship at the price of by the chaldron, and thereby the said last ship of the said B. then and there became and was first in turn for the selling and delivering the said coals so then in the said river of T. there, and so being first in turn, he the said B. afterwards, to wit, on, &c. in the said river there sold and delivered his said coals so laden on board his said ship as aforesaid, at the said rate or price of by the chaldron, for which the said sold his said coals, when his the said ship was first in turn as aforesaid, and which price the said B. had before refused when the said ship was second in turn as aforesaid, to the great damage and unlawful endeavour of the said B. of enhancing the price of coals in the river T. by keeping of turn in selling and delivering coals there, to the great prejudice of the manufacturers and oppression of the poor of this realm, and contrary to the form of, &c.; by reason whereof, &c. one moiety thereof to, &c. &c. residue of the said sum of one hundred pounds above demanded; yet, &c.

(*a*) Qu. If it should be said *all* his coals.

———, to wit,

On 9. & 10. W. 3. againſt a watchmaker, for engraving another perſon's name on the dial plate of a watch.

———, to wit. A. who proſecutes as well for our ſovereign lord the king as for himſelf in this behalf, complains of B. being, &c. in a plea that he render to the ſaid lord the king, and the ſaid A. who as well, &c. of lawful, &c. which he owes to our ſaid lord the king, and to the ſaid A. who as well, &c. and unjuſtly detains from them, and alſo two watches, which from the ſaid lord the king, and the ſaid A. who as well, &c. he unjuſtly detains, &c; for that the ſaid B. after the twenty-fourth day of June 1698, to wit, on the day of , in the year of Our Lord , at L. aforeſaid, to wit, at the pariſh, &c. did make up and cauſe to be made up a watch without engraving or putting or cauſing to be engraven or put his own name or place of abode or freedom on the ſaid watch; but that he the ſaid B. did then and there engrave and put on the ſaid watch another name, to wit, the name of M. (the ſaid name of M. not being then the ſaid B's own name), contrary to the form, &c. whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid A. who as well, &c. to demand and have for the ſaid lord the king and himſelf the ſaid one watch(*a*), part of the ſaid watches, and alſo twenty pounds, part of ſaid above demanded: And the ſaid A. who as well, &c. further ſays, that the ſaid B. after the twenty-fourth day of June 1698, to wit, on the day of in the year of Our Lord , at, &c. made up, &c. cauſed to be made up another watch without engraving or putting and cauſing to be engraved and put his own name and place of abode or freedom on the ſaid laſt mentioned watch; but that the ſaid B. did then and there engrave and put on the ſaid laſt-mentioned watch another name, to wit, the name of Markham on the ſame laſt-mentioned watch (the ſaid name of M. not being the ſaid B's own name), contrary to the form of the ſtatute; whereby and by force, &c. an action hath accrued to the ſaid A. who as well, &c. to demand and have of the ſaid B. for the ſaid lord the king and himſelf, another ſum of twenty pounds, other part of the ſaid above demanded, and the ſaid watch laſt-mentioned; yet the ſaid B. although often requeſted, hath not yet rendered to the ſaid lord the king, and the ſaid A. who as well, &c. the ſaid two watches, nor the ſaid but hath hitherto altogether refuſed, and ſtill doth refuſe to render the ſame to the ſaid lord the king, and the ſaid A. who as well, &c. to the damage of the ſaid A. who as well, &c. of one hundred pounds, and therefore as well for our ſaid lord the king as for himſelf, he brings this ſuit, &c.; yet, &c.

On 1. Ann. ſt. 2. c. 22. for ſcratching out the names in an old indenture of apprenticeſhip and inſerting other names, intending thereby to avoid the ſtamp duties.

———, to wit. A. who ſues as well for our lord the king as for himſelf in this behalf, complains of B. being, &c. in a plea that he render to our ſaid lord the king, and the ſaid A. who as well, &c. eighty pounds, which he owes to and unjuſtly detains from them; for this, that the ſaid B. not regarding the ſtatutes in ſuch caſes lately made and provided, nor fearing the penalties therein contained, after the twenty-fifth day of March 1703, to wit,

(*a*) Qu. If this is not better omitted.

wit, on the nineteenth day of October, 1732, at W. in the county of Middlesex aforesaid, wrote and engrossed and caused to be written and engrossed upon a piece of parchment, part of a writing, to wit, William Stone, son of John Stone, of Marlborough, and also upon the same piece of parchment other part of a writing, to wit, William Wood, &c. of the parish of St. Mary, in Marlborough; the tenor of which writing or writings is that the said W. S. put himself apprentice to the said W. W. for seven years, the effect of which said writings so indented and written and engrossed by the said B. as aforesaid, further shewing that the premises were to be had now lord the king, by force, &c. and that the said writing so written and engrossed by the said B. as aforesaid, were so written and engrossed before the said piece of parchment was indented or stamped according to the statute, &c. by reason whereof the said B. by force, &c. hath forfeited for his offence the sum of twenty pounds; one moiety thereof to the said lord the king, and the other moiety thereof to the said A. who as well, &c. to demand and have for the said lord the king and himself the said forfeiture of the said twenty pounds, parcel of the said penalty of two hundred pounds above demanded: And the said A. who as well, &c. further saith, that the said B. not regarding the statute, &c. nor acting in pursuance thereof, after the twenty-fifth day of March in the year 1733, to wit, on the nineteenth day of October 1733, at W. aforesaid, fraudulently erased and scraped out, and caused to be erased and scraped out from the said writing the dates and names of the persons who executed the same, purporting to be an indenture of apprenticeship as aforesaid, whereby several duties were payable to the said now lord the king by force of the statutes in such case made and provided, contrary to the form, &c. by reason whereof, the said B. by force of the statute in such case lately made and provided, hath forfeited another sum of twenty pounds, one moiety thereof to the said now lord the king, and the other moiety thereof to the said A. who as well, &c.; whereby and by force of the said statute an action hath accrued to the said A. who as well, &c. to demand and have as well for the said lord the king as for himself of the said B. the said twenty pounds last above mentioned, other parcel of the said penalty of two hundred pounds above demanded; (these were the same as those above); yet, &c.

2d Count.

on 3. Geo. 2. c. 26. for regulating the coal trade, defrauding the buyers, & the allowance of the admeasurer.

——, to wit. A. who prosecutes in this behalf as well, &c. complains of B. being, &c. of a plea that he render to our said lord the king and the said A. who as well, &c. two hundred pounds of lawful, &c. which he owes to our said lord the king and the said A. who as well, &c. and unjustly detains; for that, that the said B. after the twenty-fourth day of June 1730, and within six months now last past, to wit, on the twenty-seventh day of November 1730, at L. aforesaid, and in the said parish, &c. (he the said B. then and there being a dealer in coals) sold to A. B a parcel or quantity, to wit, a score of coals as and for pool measure,

sure, to wit, such measure as is or then was usually given or allowed in the pool or river Thames, including the ingrain, but the said B. not regarding the statute, &c. nor fearing the penalties therein contained, did not justly and without fraud deliver to the said A. and the buyers thereof the full quantity of the coals so sold them and measured from on board ship to the said B. by the meter, together with the said ingrain thereof, which he ought to have done according to, &c.; but the said B. afterwards, to wit, on the twenty-seventh of November 1736, at L. aforesaid, &c. unjustly and fraudulently delivered to the said A. and , only part, to wit, nineteen chaldrons and a half of the said coals so sold to them as aforesaid, and accordingly measured from on board ship to the said B. by the meter, without the ingrain thereof, contrary to the form, &c.: whereby and by force of the said statute an action hath accrued to the said A. who sues, &c. to demand and have as well for our lord the King as for himself the said sum of forty pounds by the said statute ordained for the said offence, part of the said forfeiture to our said lord the King, and the residue thereof to himself, as the said statute in that behalf provides and commands: And the said A. who sues as aforesaid, further saith, that the said B. after the first day of August 1733, and within six months now last past, to wit, on, &c. at, &c. (he the said B. then being a dealer in and seller of coals by retail within the said city of London, to wit, in the parish, &c.) sold by the chaldron to the said A. another parcel or quantity of coals for twenty chaldrons and upwards, to wit, on, &c. and delivered coals to the said A. and , buyers thereof, and for the said above-mentioned twenty chaldrons of coals so sold as aforesaid; but the said B. not regarding, &c. nor fearing, &c. did not justly measure all the said coals last-mentioned so as aforesaid by him delivered by the said B. to the said A. and , nor cause the same to be justly measured with such a bushel as was and is directed by an act of parliament made in the twelfth year of the reign of our late lady Anne, late queen of Great Britain, and intitled, "An Act for the speedy and "effectual preservation of the Navigation of the River Thames, by "stopping the Breaches in the Levels of Hornsey and Dagenham in the county "of Essex, and for ascertaining the Coal Measure:" which measure the said B. ought to have done, according to the form, &c. whereby and by force of, &c. an action hath accrued, &c. the sum of forty pounds by him forfeited for the said offence last above-mentioned, other parcel of the said two hundred pounds above demanded: And the said A. who sues as aforesaid, further saith, that the said B. after, &c. and within, &c. to wit, on, &c. at, &c. he the said B. then being a dealer and seller of coals by the chaldron within the city, to wit, in the parish and ward aforesaid, sold by the chaldron to the said A. and , another parcel or quantity of coals for twenty chaldron of coals; and afterwards, to wit, on, &c. at, &c. delivered coals to the said A. and , the buyers thereof as and for the said twenty chaldrons of coals last above-mentioned sold to them as aforesaid, but the said B. not regarding, &c. nor fearing, &c. did not fill or cause to be filled from such bushels as were and

2d Count, for not measuring the coals he sold with such a bushel as the act directs.

3d Count, for filling coals by the chaldron, and not filling the sacks from proper bushels.

and are deſcribed in and by the ſaid act of parliament, made in the ſaid twelfth year of the reign of our ſaid lady Ann, late queen of Great Britain, &c. his the ſaid B.'s coal ſacks, which were on the day and year laſt aforeſaid, at, &c. made uſe of by him the ſaid B. for carriage of the ſaid laſt-mentioned coals ſold and delivered unto the ſaid A. and as aforeſaid from the wharf of the ſaid B. at, &c. which he the ſaid B. ought to have done according to the form of, &c. whereby and by force of, &c. an action hath accrued, &c. [Plea *nil debet*, and verdict for plaintiff.]

Declaration on 10. Ann. for ſelling *cards unſtamped.*

16. Geo. 3. an additional duty laid on cards.

——, to wit. A. who ſues in this behalf as well for our lord the king as for himſelf, complains of B. being, &c. in a plea that he render to our ſaid lord the king and the ſaid B. who ſues as aforeſaid, ten pounds of, &c. which he owes to and unjuſtly detains from them; for that the ſaid A. after the firſt day of Auguſt 1712, to wit, on, &c. at, &c. contrary to, &c. ſold a pack of playing cards, the ſame, at the ſaid time of his the ſaid B.'s ſelling thereof, not being incloſed, and ſealed and ſtamped as by the act of parliament of the tenth year of her late majeſty queen Ann (which charges duties payable to her majeſty on playing cards) is directed; whereby and by force of, &c. an action hath accrued, &c. &c.; yet, &c.

Declaration on 15. Geo. 2. for *importing gold and ſilver lace.*

——, to wit. A. who, &c. render two hundred pounds of, &c.; for that the ſaid B. after the making of a certain act of parliament made, &c. on, &c. in the fifteenth year of his reign, intitled, "An Act, &c." gold and ſilver thread, after the firſt day of July 1742 mentioned in the ſaid act, or within ſix months next before the exhibiting the bill of the ſaid A. who ſues as aforeſaid, to wit, on, &c. at, &c. imported from foreign parts, to wit, from the kingdom of France into this kingdom of Great Britain, to wit, into the port of London, a certain parcel, to wit, ſeven yards of gold lace, againſt the form of the ſaid act; whereby and by force of the ſaid act the ſaid B. forfeited for his ſaid offence the ſum of one hundred pounds, whereby and by force of, &c. an action hath accrued, &c. (Add a ſecond Count, only ſaying "ſilver lace" inſtead of "gold lace.")

Declaration on 28. Geo. 2. c. 26. reſpecting the ſale of *tea*, and regulation thereof.

——, to wit. A. who, &c. complains of B. being, &c. thirty-ſix pounds of, &c.; for that the ſaid B. after the making of a certain act of parliament made at the parliament holden at Weſtminſter, in the county of Middleſex, by prorogation on, &c. in the eighteenth year of the reign of our lord the now king, intitled, "An Act for repealing, &c." [ſet out the title of the act], and before the exhibiting the bill of the ſaid A. who ſues as aforeſaid, to wit, on, &c. at, &c. at a public ſale of tea then and there made

made by the united company of merchants trading to the East Indies mentioned in the said act, bid for one lot consisting of three chests of tea, and was then and there declared the best bidder by the said company for the said lot of tea, whereof the said B. then and there had notice; yet the said B. did not within the space of three days next after he was so declared the best bidder for the said lot of tea, or at any time hitherto deposit with the said united company, or an officer or clerk appointed by the said company to receive the same, forty shillings for every chest of the said three chests of tea, or any part thereof, but then and during all the said space of three days, and at the end thereof, and from thence hitherto wholly refused and neglected to make such deposit, whereby and by force of the said act the said B. forfeited and lost six times the value of the said forty shillings for each and every of the said three chests of tea, in the whole amount to thirty-six pounds; whereby and by force of, &c. an action hath accrued, &c.; yet, &c.

———, to wit. J. who sues as well for our sovereign lord the king as that for the poor of the parish of , in the city of Bath, in the county of Somerset, as for himself in this respect, complains of W. Wiltshire being, &c. of a plea that he render unto our said lord the king and to the poor of the said parish, and to the said T. who sues, &c. four thousand pounds, which he owes to them and unjustly detains from them; for that he the said W. W. after the twenty-ninth day of October 1699, to wit, on the first day of August, in the tenth year of the reign of his said majesty, at the said parish of, &c. did publicly expose to be played at with a ball and numbers and figures a certain play and device called the Fair Chance, against the form of, &c.: whereby and by virtue of the statute an action hath accrued to our said lord the king and to the said poor of the said parish, and to the said T. who sues as aforesaid, to demand and have of the said W. W. five hundred pounds, parcel of the said four thousand pounds: And that the said W. W. afterwards, to wit, on the twentieth day of August, in the year last aforesaid, at the said parish, did publickly expose to be played at with a ball and figures a certain device called the Fair Chance, against the form, &c. [23d of August, exposed to be played at with ball and numbers a certain lottery called the Fair Chance. 1st of September, exposed to be played at with ball and numbers a certain play called the Fair Chance. 20th of September, exposed to be played with an engine ball, and numbers and figures, a certain play called, &c. 23d of September, as the 2d, only add engine. 1st of October, as 3d, only add engine. 20th of October, &c. as 4th, only add engine; yet, &c. not paid to the king, poor, or plaintiff. Damages forty shillings.

11. Wil. 3. for keeping a *gaming table* called the Fair Chance.

2d Count.

3d Count.

4th Count.

5th Count.

6th Count.

7th Count.

8th Count.

WHEREAS

Declaration on 21. & 22. W. 3. for not setting out *tythe* of hay, made perpetual by 1. Geo. 1.

WHEREAS the said B. after the twenty-fifth day of March 1700, to wit, in the month of , in the year of Our Lord , did sow and cause to be sown with flax four acres of his land in the parish aforesaid; and afterwards, to wit, in the month of , in the same year, took and carried off the said land the crop of flax arising thereon; nevertheless the said B. before the said crop was so carried off the said land, did not pay to the said A. the proprietor of the said tythe of the said flax, twenty shillings, to wit, five shillings for each of the said four acres of the said flax, or any part thereof, according to the form of the statute, &c. but neglected so to do, by reason whereof and by force of the statute an action hath accrued to the said A. to demand and have of the said B. twenty shillings, further parcel, &c.

For acting as a commissioner for the river &c. of Sunderland, not being duly qualified.

FOR this, to wit. That by a certain act of parliament made at the session of parliament holden at W. aforesaid, in the county of Middlesex, in the twenty-third year of his present majesty, intitled, "An Act for the better Preservation and Improvement of "the River Wear, and Port and Haven of Sunderland, in the "county of Durham," the said C. D. was nominated, constituted, and appointed one of the commissioners of the said river, port, and haven within the limits in the said act for the purposes in the said act mentioned; and the said C. D. to being named a commissioner as aforesaid for the purposes the said act, and after the twenty-fourth day of June 17,7, to wit, at S. in the said county of D. he the said C. D. not then being the mayor or recorder of D. nor the steward of the borough of S. nor the collector, nor the surveyor of the customs for the port aforesaid, nor a coal filler inhabiting and dwelling in S. aforesaid (as he has a commissioner in the execution of the said act, although he the said C. D. at the time of his acting as a commissioner as aforesaid, was not seised of nor entitled in possession for his own life, nor any greater estate or interest either in law or equity, of, in, and to freehold or copyhold land, tenements, and hereditaments lying and being in the county of D. of the clear yearly value of one hundred pounds, over and above what would satisfy and discharge all incumbrances that affected the same, nor had taken and subscribed the oath of his qualification by the said act required in that behalf, contrary to the true and meaning of the said act; by reason whereof, and by force of the said act, &c.

Qu. If necessary to say the particular act he did as commissioner.

I think it not necessary to allege the offence more particularly.

I think this case is not within the clause of this act which limits actions to be brought within the year, but I doubt whether this being a popular action, is not restrained to be brought within the year by 31. Eliz. ch. 15. This is not a case within the words of the act, no more than the case of a party grieved, which has been determined to be out of the act, but I think it may well be determined within it, according to the case of Smith. 272. Shaw. 355.

D. Pooley.

THAT the ſaid W. H. after the making of a certain act of parliament made at the ſeſſion of parliament of our preſent ſovereign lord the king by prorogation, holden at Weſtminſter, in the county of Middleſex, on the twenty-ſeventh day of November, in the eighteenth year of this reign, entitled, "An Act to repair "the Road, &c." and after the twentieth day of May 1745, in the ſaid act mentioned, to wit, on the twenty-ſeventh day of July 1747, at S. in the county of the ſaid city, the ſaid W. H. not then being lord mayor, recorder, city council, or an alderman of the ſaid city of, nor in his own right, or in the right of his wife, in the actual poſſeſſion or enjoyment, or receipt of the rents and profits of land, tenements, or hereditaments of the yearly value of one hundred pounds above reprizes, nor heir apparent to any perſon or perſons having an eſtate of the yearly value of two hundred pounds, acted as a truſtee in the execution of the ſaid act, contrary to the true intent and meaning of the ſaid act, to wit, at a meeting of the truſtees for repairing the road then there held, A. B. C. D. &c. and the ſaid W. H. being five of the truſtees nominated and appointed by the ſaid act for the ſurveying, ordering, amending, and keeping in repair the ſaid roads, and alſo for putting in execution all other powers in and by the ſaid act given to them, and there attended as ſuch truſtees in the execution of the ſaid act given them, and there attended as ſuch truſtees, and then and there (amongſt other things) as ſuch truſtees in the execution of the ſaid act, made a certain order in writing, to wit, that Mr. F.'s compoſition ſhould then determine, he having paid off to that day, and that the ſaid W. F. and his family ſhould pay for the future, according to the tolls mentioned in the ſaid act of parliament, as by the ſaid order it doth fully appear; and the ſaid W. H. as a truſtee in the execution of the ſaid act then and there joined with the ſaid other truſtees in making the aforeſaid order, contrary to the form and effect of the ſaid act; by reaſon whereof, and by force of the ſaid act, &c.

Count for acting as a commiſſioner of a turnpike, not being duly qualified.

E. BOOTLE.

A. who proſecutes as well for the poor of the pariſh of S. S. in the city of Worceſter as for himſelf in this behalf, complains of B. being, &c. in a plea that he render to the poor of the ſaid pariſh of Saint S. and to the ſaid A. who ſues as aforeſaid, ſix hundred pounds of lawful, &c. which he owes to and unjuſtly detains from them; for that whereas by a certain act made at the parliament of our ſovereign lord the now king holden at Weſtminſter, in the county of Middleſex, by prorogation, on the fifteenth day of November, in the thirteenth year of his reign, entitled, "An Act "to reſtrain and prevent the Exceſs of Horſe-Racing, and for "amending an Act made in the laſt Seſſion of Parliament, enti-"tled, an Act for the more effectual, &c. and exceſſive and de-"ceitful Gaming," it was enacted, that from and after the twenty-fourth of June 1740, no plate, prize, ſum of money, or other

On 13. Geo. 2. ch. 19. [illegible] printing an advertiſement of [illegible] plate to be [illegible] for under the value of 5l.

thing, ſhould be run for by any horſe, mare, or gelding, or advertiſed, publiſhed, or proclaimed to be run for by any horſe, &c. unleſs ſuch plate, prize, or ſum of money ſhould be of the full, real, and intrinſic value of fifty pounds or upwards; and in caſe any perſon or perſons ſhould from and after the twenty-fourth day of June 1740, enter, ſtart, or run any horſe, mare, or gelding for any plate, prize, ſum of money, or other thing of leſs value than fifty pounds, or ſhould make, print, or advertiſe, publiſh, or proclaim any advertiſement or notice of any plate, prize, ſum of money, or other thing of leſs value than fifty pounds as aforeſaid, ſuch perſon or perſons ſhould forfeit and loſe the ſum of two hundred pounds to be ſued for, recovered, and diſpoſed of in ſuch manner as was thereafter preſcribed and directed, and every perſon or perſons as ſhould make, print, publiſh, advertiſe, or proclaim any advertiſement or notice of any plate, prize, ſum of money, or other thing of leſs value than fifty pounds to be run for by any horſe, mare, or gelding, ſhould forfeit and loſe the ſum of one hundred pounds: And it was further enacted by the authority aforeſaid, that all penalties and forfeitures incurred by any perſon or perſons for any offence incurred againſt that act, ſhould be ſued for and recovered by any action, bill, plaint, or information in any of his majeſty's courts of record or at the aſſizes, and ſhould be diſpoſed, one moiety thereof to the uſe of ſuch perſon or perſons as ſhould ſo ſue for the ſame, and the other moiety to the uſe of the poor of ſuch pariſh or place where the offence ſhould be committed, and recovered of any perſon or perſons within the county of Somerſet, as by the ſaid act more fully appears: And the ſaid A. who ſues as aforeſaid, further ſays, that the ſaid B. not regarding the ſaid act of parliament, nor fearing the penalty therein contained, after the making of the ſaid act, and after the ſaid twenty-fourth day of June 1740 mentioned in the ſaid act, and before the exhibiting the bill of the ſaid A. who as well, &c. to wit, on the ſeventeenth day of October 1751, elſewhere than in the ſaid county of Somerſet, to wit, at Saint S. in the ſaid city of W. in the county of the ſame city, printed a certain advertiſement in a certain public news-paper or paper of intelligence, commonly called or known by the name of the Worceſter Journal, of a certain plate or prize of leſs value than fifty pounds, to wit, a ſilver cup of the value of ſix guineas and no more, to be thereafter run for in a certain place called near W. aforeſaid, on Thurſday the twenty-fourth day of that then inſtant October, by any horſe, mare, or gelding, except ſuch as had before then won the value of ſix pounds, fourteen hands high, to carry nine ſtone, and all above that weight to carry weight for inches, *and of a certain other prize of leſs value than fifty pounds, to wit, a ſaddle and bridle of the value of two guineas and no more, to be thereafter run for in the ſaid place called by any horſe, mare, or gelding that had not won the value of two pounds*, which ſaid advertiſement ſo by the ſaid B. printed as aforeſaid, then and there contained as follows, to wit, to be run for in P. near W. on Thurſday the twenty-fourth of this inſtant October (meaning the

twenty-fourth of October 1751) a ſilver cup of ſix guineas value, by any horſe, mare, or gelding fourteen hands high, to carry nine ſtone, and all above that height to carry weight for inches, to ſtart preciſely at two o'clock, and run the beſt of three four-mile heats. No horſe, mare, or gelding will be allowed to run that ever won the value of ſix pounds; to enter at the Bull's Head, oppoſite the town hall in Worceſter, the day before the running, and thoſe that enter at the poſt to pay double entrance; three muſt ſtart, or there will be no race: likewiſe to be run for on the ſame day and on the ſame courſe a bridle and ſaddle, value two guineas, by any horſe, mare, or gelding that never won the value of two pounds. (N. B. The ſaddle, bridle, and cup, may be ſeen at the place of entrance.) againſt the form of the ſtatute, &c.; whereby and by force of, &c. the ſaid B. for his ſaid offence in printing the ſaid advertiſement forfeited to the ſaid poor of S. S. in which ſaid pariſh the ſaid offence was committed, and to ſuch perſon or perſons who ſhould ſue for the ſame, the ſum of one hundred pounds, and thereby and by force of, &c. an action hath accrued to the ſaid poor of the ſaid pariſh, and to the ſaid A. who ſues as aforeſaid, to demand and have of the ſaid B. for his ſaid offence the ſaid one hundred pounds ſo forfeited, parcel of the ſaid ſix hundred pounds above demanded: And the ſaid A. who ſues as aforeſaid, further ad Count. ſays, that the ſaid B. not regarding the ſaid act of parliament, nor fearing the penalty therein contained, after the making the ſaid act, and after the twenty-fourth day of June 1740, mentioned in the ſaid act, and before the exhibiting the bill of the ſaid A. who ſues as well, &c. to wit, on the ſeventeenth day of October 1751, elſewhere than the ſaid county of Somerſet, to wit, in the pariſh of Saint S. in the ſaid city of Worceſter, in the county of the ſame city, printed a certain other advertiſement in a certain other public news-paper or paper of intelligence, to wit, a certain public news-paper, &c. (as before, verbatim, leaving out the words in Italic.) Another Count in like manner, for advertiſing a ſaddle and bridle, and three other Counts ſame as the other three, only laying it for *publiſhing* inſtead of printing.)

Defendant intended to have had an amicable action brought, and to have confeſſed judgment in order to have pleaded it in bar of the above action, and ſerjeant Poole's opinion was taken, how many offences were proper to be laid in ſuch actions, in order to cover all the plaintiff's demands. I have peruſed this declaration, and am of opinion that the plaintiff will not be entitled on the general iſſue pleaded to recover more than one penalty. The offence of printing and publiſhing, when done by the ſame perſon, being to be conſidered but as one offence, and the party only liable to one penalty; but if the advertiſement was printed by one, and publiſhed by another, each might be liable, and the offence being deſcribed in the diſjunctive in the ſtatute, printing or publiſhing, the plaintiff has for that reaſon prudently varied the Counts, ſo that if either printing or publiſhing be proved, he might be ſure of a verdict; as to the other Counts, they only contain a different deſcription of the ſame offence. With reſpect to pleading a recovery in a former action at bar, I think that by no means adviſeable; for if the plaintiff replies, ſuch recovery obtained *per fraudem* as he may, the defendant will not only be liable to the penalty, but to impriſonment for two years, by ſtatute 4. Hen. 7. ch. 20.

D. POOLE.

Declaration on the 26. Geo. 2. c. 14. againſt a juſtice's clerk, for taking more than his fee ſpecified in the table of fees ſettled according to the directions of the ſaid act.

——, to wit. A. complains of B. being, &c. of a plea that he render to the ſaid A. eighty pounds of, &c.; for that at a general quarter ſeſſions of the peace of our late ſovereign lord George the Second, holden at the caſtle of E. in and for the ſaid county of D. on, &c. in the twenty-ſeventh year of the reign of our ſaid ſovereign lord George the Second, late king of, &c. A. D. 1752, *before F. D. &c. &c. and other their companions, juſtices of our ſaid lord the king in and for the ſaid county, and alſo to hear and determine divers felonies, treſpaſſes, and other miſdeeds committed in the ſaid county*, being the next general quarter ſeſſions of the peace, holden in and for the ſaid county, after the twenty-fourth of June 1753, the *ſaid* juſtices of our ſaid lord the king (1) *according to and in purſuance of the ſtatute in that caſe made and provided, did* make and ſettle a certain table of fees which ſhould be taken by the clerk or clerks to the juſtices of the peace within and for the ſaid county, whereby amongſt other things it was directed and appointed, that the fee to be taken by the clerk of any juſtice of the peace within and for the ſaid county for drawing a certificate or diſcharge to a pariſh *(meaning a certificate), acknowledging any poor perſon or perſons to be an inhabitant or inhabitants legally ſettled in the pariſh by the churchwardens and overſeers whereof ſuch certificate or diſcharge was given*, (2) the ſum of one ſhilling, and for the allowance of ſuch certificate or diſcharge by two or more juſtices aſſigned to keep the peace in and for the ſaid county, the further ſum of one ſhilling; and the ſaid A. further ſays, that the ſaid table of fees afterwards, at the next general quarter ſeſſions of the peace of our ſaid lord the king, held at the caſtle of E. &c. in and for the ſaid county of D. on, &c. in the twenty-ſeventh year of, &c. (3) *before W. P. &c. &c. and others their companions, juſtices of our ſaid late lord the king, aſſigned to keep the peace of our ſaid late lord the king in and for the county aforeſaid, and alſo to hear and determine divers treſpaſſes, felonies, and other miſdeeds, committed in the ſaid county, was duly approved by the ſaid laſt-mentioned juſtices, and which ſaid table of fees, ſo made and approved of as aforeſaid, at the then next aſſizes of the ſaid late lord the king, holden at the caſtle of E. in and for the ſaid county, on, &c. in the twenty-ſeventh year of, &c. before N. G. eſquire, one of the juſtices of our lord the king of the bench, and ſir S. S. knight, then one of the barons of his majeſty's court of exchequer, juſtices of the ſaid late lord the king, aſſigned to hold the aſſizes in and for the ſaid county, was laid and duly ratified and confirmed by the ſaid ſir S. S. the juſtice aforeſaid, according to the form of, &c.*; and the ſaid A. further ſays, that after the ſpace of three months from the time of ratifying and confirming of the ſaid table of fees as aforeſaid, to wit, on, &c. at, &c. in, &c. the ſaid B. (he the ſaid B. then and there being clerk to B. T. eſquire, then and there one of the juſtices of our lord the preſent king in and for the ſaid county) did receive of and from S. C. the ſum of *two ſhillings* of, &c. for drawing a

a cer-

(1) In the third count, "aſſigned to keep the peace of, &c. then and there preſent at the ſaid laſt-mentioned quarter ſeſſions, did in due manner, according to the form of, &c.

(2) "ſhould be" "and according to the form of, &c. approved by the juſtices of, &c. then and there preſent at the ſaid laſt mentioned general quarter ſeſſions of, &c. which ſaid laſt-mentioned table of fees made and approved as aforeſaid, afterwards, to wit, on, &c. at, &c. duly ratified and confirmed according to the form of, &c.

a certificate or diſcharge, (4) *which ſaid certificate was then and there directed to the churchwardens and overſeers of the poor of the pariſh of, &c. and purported, that the churchwardens and overſeers of the poor of, &c. did thereby* certify, own, and acknowledge, that the ſaid S. C. labourer, and M. his wife, were inhabitants legally ſettled in the ſaid pariſh of, &c.; whereby and by force of, &c. an action hath accrued, &c. twenty pounds of, &c. part and parcel of, &c.: And the ſaid A. further ſays, that after the ſpace of three months from the time of ratifying and confirming of the ſaid table of fees as aforeſaid, to wit, on, &c. at, &c. in, &c. the ſaid B. (he the ſaid B. then and there being clerk to B. T. eſquire; then and there one of, &c.) did take and receive of and from the ſaid S. C. the further ſum of *two ſhillings* for the allowance of the ſaid certificate or diſcharge by the ſaid B. T. and T. W. then and there two of the juſtices of, &c. contrary to the form of, &c.; whereby and by force of, &c. an action hath accrued, &c. &c.: And the ſaid A. further ſays, that at a general quarter ſeſſion of, &c. &c. [finiſh this Count ſame as the firſt, only omitting what is in Italic and inſerting in lieu thereof what is in the margin]: And the ſaid A. further ſays, that after, &c. [this Count exactly like the ſecond].

(4) "to a pariſh to wit, from the churchwardens and overſeers of, &c. to the churchwardens and overſeers &c. to"

2d Count.

3d Count.

4th Count,

F. BULLER.

The firſt act directed the juſtices to make out a table of fees, which was to be ſigned by the *judges* at the following aſſizes, and when ſo confirmed was to be a fixed table to go by; Mr. Juſtice Gundey and ſir J. S Smythe were the judges who went the next aſſizes and the table appeared to be ſigned by only *one judge*, viz. Baron Smythe. How Baron Smythe only came to ſign it occaſioned Mr. Buller to enquire, and it appeared that Mr. Juſtice Gundey died on that very circuit, but whether he died before the ſigning or after could not be aſcertained; wherefore Mr. B. drew the declaration with four Counts.

YORKSHIRE, to wit. A. and B. complain of C. being, &c. of a plea that he render to them fifteen pounds of, &c.; for that whereas the ſaid A. and B. on, &c. and continually from thenceforth hitherto were and *yet are farmers* of all the tithes of corn and grain yearly ariſing and growing within the townſhip of C. in the pariſh of K. in the county of York, and within the bounds, limits, and titheable places of the ſaid townſhip; and whereas the ſaid C. on, &c. and continually from thenceforth hitherto was and yet is occupier of ſeveral parcels of land, to wit, one cloſe called, &c. lying in the townſhip of C. aforeſaid, the tithes ariſing and accruing from which ſaid ſeveral cloſes reſpectively for forty years before the making of an act of parliament made in a parliament holden in the ſecond year of the reign of Edward the Sixth, late king of England, at Weſtminſter, in the county of Middleſex, were yielded and payed to the owners and farmers of the ſaid tithes for the time being reſpectively, and the ſaid C. being occupier of the ſaid ſeveral cloſes, and the ſaid A. and B. being farmers of the ſaid tithes as aforeſaid, the ſaid C. on, &c. did ſow the ſeveral cloſes reſpec-

Declaration the 2. Edw by the ſaid of tithes townſhip, not ſetting tithes of c 2. Cro. 437 "*Nil de* good plea 218. ſo not ty. Mo. 9

reſpectively with wheat, oats, &c. and afterwards, to wit, on, &c. cut down all the wheat, &c. growing, ariſing, and increaſing from the ſowing upon and from the ſaid ſeveral cloſes reſpectively, the tithes of which ſaid wheat, &c. cut down and ariſing upon and from the ſaid ſeveral cloſes reſpectively did belong, and of right ought to have been yielded and paid to the ſaid A. and B. farmers of the ſaid tithes; yet the ſaid C. being a ſubject of the preſent king, well knowing the premiſes, but not regarding the ſtatute, &c. on, &c. took and carried away all the ſaid wheat ſo aforeſaid cut down from the reſpective places where the ſame grew and ought to have been tithed, without dividing or ſetting forth for the tithe thereof the tenth part of the ſaid wheat, &c. or any of them from the nine parts, reſidue of the ſaid wheat, &c. or any of them, ſo taken and carried away as aforeſaid, without any agreement or compoſition made by the ſaid C. with the ſaid A. and B. or either of them for the ſaid tithes, or any part thereof, contrary to the form of, &c.; that the ſaid tithes or the tenth part of the wheat, &c. taken and carried away as aforeſaid, at the time of ſuch taking and carrying away the ſame, was of the value of five pounds; whereby and by force of, &c. an action hath accrued to the ſaid A. and B. to demand and have of the ſaid C. treble the value of the ſaid tithes, amounting to fifteen pounds; yet, &c. &c.

This action is maintainable againſt executors and adminiſtrators for the teſtator's not ſetting out the tithes, 1. Mod. Ent. 444.

Where an action was brought for not ſetting out the tithes on land newly encloſed, the defendants, in order to take advantage of the ſtatute which exempts barren land newly encloſed from payment of tithes for ſeven years, pleaded the general iſſue "*nil debet*," and defendant had a verdict. Serjeant Booth adviſed the plea, and that it is better than pleading the ſpecial matter, and Lutwich was of the ſame opinion.

When the demand is of no kind certain, but the quantum to be ſettled by a jury, though you demand leſs on the whole than by your valuation there appears to be due, yet the declaration is good; otherwiſe where a ſtatute gives a certain penalty, or a certain ſum is due by ſaid contract, for there if you declare for a leſs ſum you muſt ſhew ſatisfaction for the reſidue. Syd. 265.

ration on ——, to wit. A. who ſues as well in this behalf for our
e. Hen. 8. lord the king as for himſelf, compla..s againſt B. being, &c. of
t a barber a plea that he render to our ſaid lord the king, &c. one hundred
ercifinghis pounds of, &c.; for that whereas by a certain act of parliament
without made at a ſeſſion of parliament of our late ſovereign lord king
free of the Henry the Eighth, by prorogation holden at Weſtminſter, in the
's com- county of Middleſex, on, &c. in the twenty-firſt year of his reign, and from thence holden unto the eleventh day of May, in the thirty-ſecond year of his reign, from which it was by prorogation continued until the twenty-fifth of the ſame month, and holden until the twenty-fourth day of July in the thirty-ſecond year of his reign, entitled, "An Act for Barbers and Surgeons," reciting

ing, that the king our ſovereign lord, &c. [recite the preamble; wherefore in conſideration of the premiſes it was enacted, &c. that the two companies ſhould be one, and ſhould be called, &c. and as far as and *by none other name*;] and whereas by the ſame act it was further enacted by the authority aforeſaid, that no manner of perſons after the feaſt of, &c. thence next enſuing the making of the ſaid act of parliament ſhould preſume to keep any ſhop of barbering or ſhaving within the city of London, except he were a freeman of the ſame corporation and company, and that if any perſon, &c. [clauſe of forfeiture], as by the ſaid act more fully appears: And whereas alſo by a certain other act of parliament made at a ſeſſion of parliament, holden by prorogation at Weſtminſter aforeſaid, in the ſaid county of Middleſex, on, &c. in the eighteenth year of the reign of our late ſovereign lord king Charles the Second, entitled, "An Act for making the Surgeons of London and the Barbers of London two ſeparate and diſtinct corporations," it was amongſt other things enacted, &c. [recite the clauſe, diſſolving the union of the two companies, and alſo that the barbers ſhall enjoy the ſame privileges, &c. except in ſurgery]; and the ſaid A. who ſues as aforeſaid, doth aver, that the ſaid B. after the making of the ſaid ſeveral acts of parliament hereinbefore mentioned, and after the twenty-fourth day of June 1745, to wit, on, &c. and for the ſpace of ten months then next enſuing, at, &c. in, &c. did keep a ſhop of barbery and ſhaving within the ſaid city of London, to wit, at, &c. and did then and there during that time uſe barbery in the ſame ſhop, he the ſaid B. not being a freeman of the ſaid corporation and company of barbers and ſurgeons before or on the ſaid twenty-fourth day of June 1745, or the ſaid corporation or company of barbers *or the ſaid corporation and company of ſurgeons, or either of them*, at any time ſince the twenty-fourth day of June 1745, contrary to the form of, &c.; by reaſon whereof and by force of &c. he the ſaid B. hath forfeited to the ſaid lord the king and the ſaid A. who ſues as aforeſaid, fifty pounds, to wit, five pounds a month for every month of the ſaid ten months wherein he the ſaid B. kept a ſhop of barbery within the ſaid city of London as aforeſaid, whereby an action hath accrued, &c.: And the ſaid A. who ſues as aforeſaid, doth further aver, &c. [as the firſt Count, only omitting the words in Italic.] 2d Count.

This caſe was argued and judgment for the plaintiff, the court ſaying (only) that ſtat. of Geo. 2. means only to diſunite the companies and make them two ſeparate companies, and in all other reſpects to have continued juſt as they were before. Stra. 675.

MIDDLESEX, to wit, R. D. who ſueth as well for our lord the king as for himſelf in this behalf, complains of J. P. gentleman, one, &c.; for that whereas the ſaid J. P. not regarding, &c. nor fearing, &c. after the twenty-fifth day of March 1730, to wit, on, &c. at, &c. in, &c. fraudulently and unlawfully got off from a piece of parchment a ſtamp denoting two duties of ſixpence Declaration the 1. Ann, c. ſ. 2. for getting off a ſtamp from one deed, fixing it on another, an attorney's

pence each, payable to our ſaid lord the king, according to the form of, &c. with intent to uſe the ſame ſtamp for another writing in reſpect whereof two ſeveral duties of ſixpence each then were payable to his ſaid majeſty by virtue of, &c. and afterwards, to wit, on, &c. at, &c. fraudulently and unlawfully uſed the ſaid ſtamp ſo got off upon and for the ſaid other writing, being a writing of releaſe and conveyance of lands and tenements by one A. B. to C. D. in reſpect whereof the ſaid ſeveral ſtamps of ſixpence each were payable as aforeſaid, to the defrauding the king of the ſaid duties, contrary to the form of, &c. for which offence he hath forfeited the ſum of twenty pounds with full coſts of ſuit, by force of the ſaid ſtatute, one moiety of the ſaid twenty pounds to our ſaid lord the king, the other moiety of the ſaid twenty pounds with full coſts of ſuit to the ſaid R. D. the informer; whereby an action hath accrued, &c. twenty pounds above demanded; yet, &c.

Declaration againſt a collector of the cuſtoms perſuading an elector to vote contrary to the 12. and 13. Wm. 3.

SOMERSETSHIRE, to wit. A. who ſues as well for the poor of, &c. as for himſelf in this behalf, complains of B. being, &c. of a plea, &c. four hundred pounds of, &c., for that he the ſaid B. on, &c. in the twenty-ſixth year of the reign of, &c. and before was, and from thence hitherto hath been and ſtill is collector of the cuſtoms of our lord the now king at the port of M. in the ſaid county of S. and the ſaid B. ſo being collector of the cuſtoms as aforeſaid, on, &c. in the twenty-ſeventh year of, &c. a certain writ of our ſaid lord the king, under the great ſeal of Great Britain, &c. iſſued out of his ſaid majeſty's court of chancery (the ſaid court then being at Weſtminſter, in the county of Middleſex), directed to the then ſheriff of the county of S. by which ſaid writ of our ſaid lord the king reciting, that whereas by the advice of, &c. [inſert the writ to the ſheriff], which ſaid writ afterwards, and before the return thereof, to wit, on, &c. at, &c. was delivered to H. F. L. eſquire, who was then and there, and continually from thenceforth until and after the return of the ſaid writ, was ſheriff of the ſaid county of S. to be executed in due form of law, by virtue of which ſaid writ the ſaid ſheriff afterwards, and before the return thereof, to wit, on, &c. at, &c. in, &c. made his precept in writing, ſealed with the ſeal of his office of ſheriff of the ſaid county of S. directed to the conſtables of the borough of M. in the ſaid county, and for the election within the ſaid borough, being within the county of S. aforeſaid, of two burgeſſes of the ſame borough, according to the form and effect of the ſaid writ, by virtue of which ſaid precept, afterwards, and before the return thereof, to wit, on, &c. in the twenty-ſeventh, &c. at, &c. in, &c. the election of two burgeſſes of the ſame borough to ſerve as burgeſſes in and for the ſaid borough at the then next parliament, to be held as aforeſaid, was had and made, at which ſaid election, and before, and until the ſaid election the ſaid A. and alſo C. W. and D. B. eſquires, were candidates, that of them two might be elected to ſerve as burgeſſes in and for the ſaid borough

borough at the then next parliament; yet the ſaid B. ſo being the collector of the cuſtoms as aforeſaid, not regarding, &c. nor fearing, &c. after the twenty-ninth day of September 1711, and before the ſaid election of burgeſſes in and for the ſaid borough, to wit, on, &c. in the twenty-ſeventh, &c. at, &c. in, &c. he the ſaid B. did *by word* endeavour to perſuade one R. H. (he the ſaid R. H. then and at the time of the ſaid election, being an elector and having a right to vote in the ſaid election) to give his vote for the choice of the ſaid D. B. eſquire, in the ſaid election, to be one of the burgeſſes in and for the ſaid borough of M. to ſerve in the ſaid parliament as one of the burgeſſes in and for the ſaid borough, contrary to the form of, &c.; whereby and by force of, &c. an action hath accrued, &c. one hundred pounds, part of the ſaid four hundred pounds above demanded: And the ſaid A. who ſues as aforeſaid, further ſays, that the ſaid B. ſo being collector of the cuſtoms aforeſaid, not regarding, &c. he the ſaid B. did *by meſſage* ſent from him to the ſaid R. H. by H. the then and now wife of the ſaid R. H. endeavour to perſuade the ſaid R. H. (he the ſaid R. H. then, &c.) to give his vote for the choice, &c.: And the ſaid A. who, &c. that B. by meſſage ſent from him by one R. B. to one A. B. endeavour to perſuade: [4th Count, did by word endeavour to perſuade one W. B.]; yet, &c.

2d Count.

3d Count.

4th Count.

There had been another action on the 2. Geo. 2. and plaintiff turned round for want of laying another Count, that voter only *claimed* to have a right of voting, but the ſtatute 12. and 13. W. 3. c. 10. ſ. 91. on which this action is grounded ſays *elector* only.

MIDDLESEX, to wit. J. W. who ſues in this behalf as well for our ſovereign lord the king as for himſelf, complains of J. C. being, &c. of a plea, &c. ſix thouſand four hundred pounds of, &c.; for that the ſaid J. C. not regarding, &c. nor fearing, &c. within the ſpace of one year next before the exhibiting the bill of the ſaid J. W. to wit, on, &c. and on divers other days and times between that day and the day of exhibiting the bill of the ſaid J. W. at, &c. in, &c. did unlawfully engroſs and get into his hands and poſſeſſion by buying a large quantity of butter, to wit, eight thouſand dozen of butter of the value of a large ſum of money, to wit, the ſum of three thouſand two hundred pounds of, &c. with intent to ſell the ſame again; and afterwards, on the ſeveral days and times aforeſaid, at, &c. in, &c. did unlawfully ſell the ſame again, contrary to the form of, &c.; whereby and by force of, &c. the ſaid J. C. hath forfeited the ſaid ſum of three thouſand two hundred pounds, being the value of the ſaid butter bought and ſold by the ſaid J. C. as aforeſaid,; by reaſon whereof and by force of, &c. an action hath accrued, &c.: *And alſo for that* the ſaid J. C. not regarding, &c. nor fearing, &c. within, &c. &c. did unlawfully engroſs and get into his hands and poſſeſſion by engroſſing large quantities of butter, to wit, nine thouſand ſix hundred weight of butter, of the value of another large ſum of money, to wit, other three thouſand two hundred pounds of, &c. with intent

Declaration on the 5th and 6th Edw. 6. c. 14. ſ. 3. for engroſſing butter.

intent to ſell the ſame again, contrary to, &c.; whereby, &c. &c.; yet, &c. &c.

Declaration on the ſtat. 21. Hen. 8. againſt a perſon for renting a farm.

———, to wit. J. B. who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of W. S. clerk, being, &c. of a plea, &c. five hundred and fifty pounds of, &c.; for that whereas at a ſeſſion of parliament, begun and holden at London, on, &c. in the twenty-firſt year of the reign of the late lord Henry the Eighth, late king of, &c. and from thence adjourned to Weſtminſter, in the county of Middleſex, and there continued until the ſeventeenth day of December, and from that day and place laſt-mentioned prorogued until the twenty-ſeventh day of April then next following, it was amongſt other things enacted, ordained, and eſtabliſhed, that ſpiritual perſons, ſecular or regular, of what degree ſoever he or they ſhould be, from thenceforth take to farm, to himſelf, or to any perſon or perſons to his uſe, of the leaſe or grant of the king, nor of any perſon or perſons by letters-patent, indentures, writings, by words or otherwiſe, by any manner of means, any manors, lands, tenements, or other hereditaments, for term of life, term of years, or at will, upon pain to forfeit ten pounds for every month that he, or any other perſon to his uſe, ſhould occupy any ſuch farm by reaſon of any ſuch leaſe or grant therein to be made, the one half of which forfeiture ſhould be to the king, and the other half to every ſuch perſon that would ſue for the ſame by original writ, bill, or plaint of debt, or by any information in any of the king's courts in which actions and ſuits, no wager of law ſhould be admitted for the defendant, nor any eſſoign or protection ſhould be allowed; and it was alſo enacted by the authority of the ſame parliament, that all and every ſuch ſpiritual perſon or perſons which then had or occupied in form by themſelves, or any other to their uſe, any manors, lands, tenements, or hereditaments, of the leaſe or grant of the king, or any other perſon or perſons for term of life, or for years, or at will, by any writing or otherwiſe, or that then had any annual rents, or other annual advantage or profit, by occaſion or colour of any ſuch leaſe or term, ſhould clearly bargain, ſell, give, or grant away on that ſide the feaſt of St. Michael the Archangel then next coming, to any ſuch lay perſon or perſons as they would at their own nomination and appointment, all ſuch leaſe, term, intereſt, and profits as any ſuch ſpiritual perſon or perſons at any time after the ſaid feaſt, by themſelves or any other, &c. &c. [ſet forth the ſecond ſection of the act verbatim] as by the ſaid act, relation being thereto had, will amongſt other things more fully appear; yet the ſaid W. S. being a ſpiritual perſon, within the intent and meaning of the ſaid part recited act, and not regarding the ſtatute, &c. he the ſaid W. S. after the feaſt of St. Michael the Archangel in the ſaid act mentioned, to wit, on, &c. at, &c. in, &c. did take to farm to himſelf of and from one J. L. for a certain term of years then and yet to come and unexpired, a

certain

certain farm, conſiſting of certain lands, to wit, fifty acres of, &c. with the appurtenances, ſituate, lying, and being in, &c. at a certain yearly rent payable from him the ſaid W. S. to the ſaid J. L. for the ſame, and held and occupied the ſame by himſelf the ſaid W. S. and his ſervants, for a long time, to wit, from, &c. for and during the ſpace of eleven months then next following, under the ſaid demiſe, contrary to, &c. he the ſaid W. S. forfeited for his ſaid offence to our ſaid lord the king and the ſaid P. W. who ſues as aforeſaid, one hundred pounds, to wit, the ſum of ten pounds for each and every of the ſaid eleven months in which he the ſaid W. S. held the ſame farm as aforeſaid, to wit, at, &c. in, &c.; by reaſon whereof and by force of, &c.; whereby an action hath accrued, &c. &c.: And the ſaid J. B. who ſues as aforeſaid, further ſaith, that the ſaid W. S. ſo being a ſpiritual perſon within the intent and meaning of the ſaid in part recited act, and not regarding the ſtatute, &c. nor fearing, &c. he the ſaid W. S. after the making *of the ſaid act of parliament*, on, &c. at, &c. in, &c. did take to farm to himſelf of J. L. a certain farm conſiſting of certain lands, to wit, fifty acres of, &c. with the appurtenances, ſituate and being in, &c. to hold to him the ſaid W. S. from, &c. for one whole year, and ſo from year to year for ſo long a term as the ſaid J. L. and W. S. ſhould think proper, at a certain annual rent payable from him the ſaid W. S. to the ſaid J. L. for the ſame, and that the ſaid W. S. ſo being a ſpiritual perſon as aforeſaid, did by himſelf and his ſervants hold and occupy the ſame from, &c. for a long time, to wit, for the ſpace of eleven months then next following, contrary to the form of, &c.; whereby, &c. [as in firſt Count]: And the ſaid J. B. who, &c. further ſaith, that the ſaid W. S. ſo being, &c. and not regarding, &c. he the ſaid W. S. after the making of the ſaid act, to wit, on, &c. and from thence for the ſpace of eleven months then next following, to wit, at, &c. did by *himſelf and* his ſervants, have, uſe, and occupy a certain farm, conſiſting of, &c. ſituate, &c. of the demeſne of the ſaid J. L. theretofore made to himſelf the ſaid W. S. and to his uſe, at a certain yearly rent payable from him the ſaid W. S. to the ſaid J. L. for the ſame, contrary to the form of, &c.; whereby, &c. ten pounds for each and every month of the aforeſaid eleven months in which he the ſaid W. S. ſo had uſed and occupied the ſaid farm as laſt aforeſaid, to wit, in, &c.; by reaſon whereof and by force of, &c. an action hath accrued, &c.: [4th Count, ſame as the third, only omitting the words "himſelf and" in Italic]: And the ſaid J. B. who, &c. further ſaith, that the ſaid W. S. ſo being, &c. and not regarding, &c. he the ſaid W. S. after the making of the ſaid act, to wit, on, &c. and for a long time, to wit, for the ſpace of eleven months then next following, to wit, at, &c. in, &c. did take annual advantage and profit by occaſion and colour of a leaſe of a certain farm, conſiſting of, &c. ſituate, &c. by virtue of a certain demiſe theretofore made to him thereof by the ſaid J. L. at and under a certain yearly rent payable from the ſaid W. S. to the ſaid J. L. for the ſame, contrary, &c.; whereby, &c. &c.

2d Count.

Qu. Feaſt of St. Michael in the act mentioned.

3d Count.

4th Count.

5th Count.

eleven

eleven months in which he ſo held, &c.; by reaſon, &c. an action hath, &c.; yet, &c.

To an action on this ſtat. the defendant may plead "not guilty," that not *having glebe* he took it for ſuſtentation of his family, Lutw. 136. *Quod non tenuit ad firmam contra form. ſtat.* Sov. 32.; and upon the laſt plea he may give in evidence that it was for the ſuſtentation of his family, Sov. 33. Vide Gilbert's Law of Evidence, p. 11.

Declaration on the 31. Eliz. c. 6. for ſimony.

SUSSEX, to wit. A. M. who ſues in this behalf as well for our ſovereign lord the king as for himſelf, complains of G. B. being, &c. two thouſand pounds of, &c.: For that whereas by a certain act of parliament made at a ſeſſion of parliament of the lady Elizabeth, late queen of, &c. begun and holden at Weſtminſter the fourth day of, &c. in the thirty-firſt year of her reign, it was enacted and provided by the authority of the ſame parliament, amongſt other things, that if any incumbent of any benefice with cure of ſouls, after the end of forty days next after the end of the ſame ſeſſions of that parliament, ſhould corruptly reſign or exchange the ſame, or corruptly take for or in reſpect of, &c. [recite the whole of the eighth ſection], as by the ſaid act more fully appears; and whereas the aforeſaid ſeſſions of the aforeſaid parliament ended on, &c. then next following, to wit, at Weſtminſter aforeſaid; and whereas the church of G. in the ſaid county of S. at the ſaid time of making the ſaid act of parliament, and long before, and continually from thenceforth hitherto hath been, and ſtill is, a benefice with the cure of ſouls, to wit, at G. aforeſaid, in the county aforeſaid, within the dioceſe of C.; and whereas the ſaid G. B. on, &c. and long before, to wit, at, &c. in, &c. was the undoubted incumbent of the ſaid benefice with the cure of ſouls; and the ſaid A. M. who ſues as aforeſaid, in fact ſays, that afterwards, and after the end of forty days next after the end of the ſaid ſeſſions of parliament aforeſaid, to wit, on, &c. at, &c. in, &c. it was corruptly agreed by and between the ſaid G. (he the ſaid G. being the undoubted incumbent of the ſaid benefice with the cure of ſouls as aforeſaid) and one C. R. that he the ſaid G. ſhould reſign his ſaid benefice to the end and intent that the ſaid C. R. might upon ſuch reſignation be inſtituted and inducted into the ſaid benefice with the cure of ſouls, and that the ſaid C. R. ſhould pay to the ſaid G. for and in reſpect of ſuch reſignation a large ſum of money, to wit, one thouſand pounds, and that in purſuance of the ſaid corrupt agreement he the ſaid G. afterwards, to wit, on, &c. then being the undoubted incumbent of the ſaid benefice with the cure of ſouls, at G. aforeſaid, in the county aforeſaid, corruptly reſigned his ſaid benefice with the cure of ſouls, and the ſaid C. R. then and there paid to the ſaid G. the ſum of one thouſand pounds for and in reſpect of the ſaid reſignation, which ſaid ſum of one thouſand pounds the ſaid G. then and there corruptly took, received, and accepted of and from the ſaid C. R. for and in reſpect of the ſaid reſigning of the ſaid benefice with

with the cure of ſouls by the ſaid G. as aforeſaid: And the ſaid A. further ſaith, that afterwards, to wit, on, &c. the ſaid benefice with the cure of ſouls being vacant by the ſaid reſignation of the ſaid G. he the ſaid C. R. was inſtituted and inducted into the ſaid benefice with the cure of ſouls, by reaſon whereof, and by force of the act of parliament aforeſaid, an action hath accrued, &c. the ſaid two thouſand pounds of, &c. the ſame being double the value of the ſaid ſum of one thouſand pounds ſo corruptly taken, accepted, and received by the ſaid G. of and from the ſaid C. R. as aforeſaid: yet, &c.: Plea, *Nil debet.*

LONDON, to wit. W. P. who ſues, &c. complains of T. R. being, &c. of a plea, &c. five thouſand pounds of, &c. for that after the making of a certain act of parliament made in the parliament of our late ſovereign lord king George the Second, at a ſeſſion thereof holden at Weſtminſter, in the county of Middleſex, in the ſeventh year of his reign, entitled, "An Act to "prevent the infamous Practice of Stock Jobbing," and after the firſt day of June 1734, in that act mentioned, and alſo after the making of a certain other act of parliament made in the parliament of our lord the now king, at a ſeſſion thereof holden at Weſtminſter aforeſaid, in the ſecond year of his reign, intitled, "An Act "for raiſing by Annuity, in Manner therein mentioned, the Sum "of twelve Millions, to be raiſed on the Sinking Fund, and for "applying the Surplus of certain Duties on Spirituous Liquors, "granted by an Act of this Seſſions of Parliament;" that is ſay, on, &c. at, &c. to wit, in the pariſh of, &c. it was contracted and agreed between the ſaid J. R. and the ſaid W. P. that he the ſaid J. R. ſhould ſell to the ſaid W. P. and that the ſaid W. P. ſhould buy of the ſaid J. R. certain large parts or ſhares, to wit, ten thouſand pounds and twenty thouſand pounds of a certain public ſtock or ſecurity, called the New Subſcription, for the year 1762, enacted by virtue of the ſaid act of parliament ſecondly above mentioned, at the rates or prices following, that is to ſay, ten thouſand pounds thereof at the rate or price of ninety-nine pounds ten ſhillings for every hundred pounds thereof; twenty thouſand pounds at the rate or price of ninety-nine pounds fifteen ſhillings for every hundred pounds thereof, to be paid by the ſaid W. P. to the ſaid J. R. for the ſame; and the ſaid W. P. avers, that the ſaid J. R. was not at the time of the making of the ſaid agreement actually poſſeſſed of and entitled to the ſaid ten thouſand pounds and twenty thouſand pounds of the ſaid public ſtock or ſecurity, or any ſhare or ſhares thereof amounting to the ſaid ſeveral ſums, or to either of thoſe ſums, in his own right or in his own name, or names of any truſtee or truſtees to his own uſe or his own right, whereby and by force of, &c. the ſaid J. R. forfeited for his ſaid offence the ſum of one hundred pounds, and by reaſon thereof, and by force of, &c. an action hath accrued, &c.: And the ſaid W. P. who, &c. further ſays, that the ſaid J. R. after the

Declaration on 7. Geo. 2. c. 8. againſt *ſtock-jobbing* for buying ſtock in his own right.

2d Count on the 4th ſection.

the ſaid firſt day of June 1734 aforeſaid, to wit, on, &c. did unlawfully make a certain contract or bargain with the ſaid W. P. in the nature of puts and refuſals, concerning certain large parts or ſhares, to wit, ten thouſand pounds and twenty thouſand pounds, amounting together to thirty thouſand pounds of the aforeſaid public ſtock or ſecurity, called the New Subſcription for the year 1762, by which ſaid contract it was then and there bargained and agreed between them, that the ſaid J. R. ſhould ſell to the ſaid W. P. and ſhould aſſign and transfer to him on or before the twenty-fifth day of January then next, ten thouſand pounds and twenty thouſand pounds, amounting together to thirty thouſand pounds of the ſaid public ſtock or ſecurity, at certain rates or prices, to wit, &c. [as before], to be paid by the ſaid W. P. to the ſaid J. R. for the ſame; and by the ſame contract it was then and there bargained and agreed by and between the ſaid W. P. and the ſaid J. R. that the ſaid J. R. ſhould be at liberty to refuſe to aſſign, transfer, or deliver to the ſaid W. P. the ſaid ten thouſand pounds and twenty thouſand pounds of the ſaid public ſtock, ſecurity, or ſubſcription, and that the ſaid W. P. ſhould be at liberty to refuſe the ſame, and that in caſe the ſaid J. R. ſhould refuſe to transfer or deliver the ſame to the ſaid W. P. or the ſaid W. P. ſhould refuſe to accept the ſame of the ſaid J. R. then the party, ſo refuſing, ſhould pay to the other the difference which ſhould happen to be between the rate or price which ſuch parts or ſhares of the ſaid New Subſcription ſhould bear, or be ſold at on the ſaid twenty-fifth day of January then next, and the ſaid rates or prices ſo agreed to be paid by the ſaid W. P. for the ſame as aforeſaid; and that on the payment of ſuch difference the party ſo paying the ſame ſhould be free and diſcharged from the ſaid contract, contrary to the form of, &c. whereby, &c. [as in firſt Count]: And the ſaid W. P. who, &c. further ſays, &c. after, &c. to wit, on, &c. at, &c. in, &c. the ſaid T. R. did unlawfully make a certain other contract or bargain with the ſaid W. P. in the nature of puts and refuſals, concerning a certain other part or ſhare, to wit, twenty thouſand pounds of the aforeſaid public ſtock or ſecurity, called the New Subſcription, for the year 1762, by which ſaid laſt-mentioned contract it was then and there bargained and agreed between them, that the ſaid J. R. ſhould ſell to the ſaid W. P. and ſhould *aſſign*, transfer, and deliver to him on, &c. then next or before that day *if a precept could be obtained from the caſhier of the Bank of England in that behalf*, twenty thouſand pounds of the public ſtock, ſecurity, or ſubſcription, at (1) *a certain rate or price, rate or prices then ſtipulated between them, to wit, of ninety-nine pounds fifteen ſhillings* for every one hundred pounds thereof, to be paid by the ſaid W. P. to the ſaid T. R. for the ſame contract, and by the ſame contract it was then and there agreed by and between the ſaid W. P. and the ſaid T. R. that the ſaid T. R. ſhould be at liberty to refuſe to *aſſign*, transfer, or deliver to the ſaid W. P. the ſaid laſt-mentioned twenty thouſand pounds of the public ſecurity, ſtock, or ſubſcription aforeſaid, and that

3d Count on the 4th ſection.

(1) the rate or price of ninety-nine pounds ten ſhillings.

that the ſaid W. P. alſo ſhould be at liberty to refuſe the ſame, upon payment by the party refuſing to the other of the ſaid parties the difference of the rate or price ſo agreed for as laſt aforeſaid, at the rate or price which ſuch part or ſhare of the ſaid public ſtock or ſubſcription ſhould happen to bear, or be ſold for on, &c. then next, and that on payment thereof the ſaid party ſhould be free and diſcharged from the ſaid laſt-mentioned contract, contrary to the form and effect of, &c. whereby and by force of, &c. an action hath accrued, &c. [4th Count, ſame as 3d Count, only making it "ten thouſand pounds" inſtead of "twenty thouſand pounds," and omitting what is in Italics, and inſerting in lieu thereof what is in the margin]: And the ſaid W. B. who, &c. further, &c. after, &c. did unlawfully make a certain other contract or bargain with the ſaid W. P. in the nature of a wager between them, concerning other ſhares or parts, to wit, other ten thouſand pounds, and other twenty thouſand pounds, amounting together to thirty thouſand pounds of the aforeſaid public ſtock or ſecurity for the year 1762, by which ſaid laſt-mentioned contract it was then and there bargained and agreed between them, that the ſaid T. R. ſhould ſell to the ſaid W. P. and ſhould transfer or deliver to him, on, &c. then next, other ten thouſand pounds, and other twenty thouſand pounds, amounting together to thirty thouſand pounds of the public ſtock or new ſubſcription as aforeſaid, at the rates or prices following, that is to ſay, twenty thouſand pounds thereof at the rate or price of ninety-nine pounds fifteen ſhillings for every hundred pounds thereof, and ten thouſand pounds thereof at the rate or price of ninety-nine pounds ten ſhillings for every one hundred pounds thereof, to be paid by the ſaid W. P. to the ſaid T. R. for the ſame; and by the ſame contract it was then and there agreed between them that the ſaid T. R. ſhould be at liberty to refuſe to transfer or deliver to the ſaid W. P. the ſaid laſt-mentioned ten thouſand pounds and twenty thouſand pounds, amounting together to thirty thouſand pounds of the public ſecurity or ſubſcription, and that the ſaid W. P. ſhould be at liberty to refuſe the ſame, and that in caſe the ſaid T. R. ſhould refuſe to transfer or deliver the ſame to the ſaid W. P. or the ſaid W. P. ſhould refuſe to accept the ſame from the ſaid T. R. then the party ſo refuſing ſhould pay to the other of the ſaid parties the difference of the ſaid rates or prices ſo ſtipulated and agreed on as laſt aforeſaid; and the rates or prices which ſuch parts or ſhares of the ſaid New Subſcription ſhould happen to bear and be ſold for on, &c. then next, and that on payment thereof, the party ſo refuſing the ſame ſhould be free and diſcharged from the ſaid laſt-mentioned contract, contrary to the form of, &c. &c: [Same as the 3d Count, except for "in nature of puts and refuſals," ſay, "in nature of a wager,"] [Same as the 4th Count, with the like alteration]: And the ſaid W. P. who, &c. further, &c. after, &c. to wit, on, &c. at, &c. in, &c. the ſaid T. R. did unlawfully make a certain other contract or bargain with the ſaid W. P. *in the nature of puts and refuſals*, concerning certain other parts or ſhares of

4th C
the 4th
5th Count,
nature of a
ger.
6th Coun
7th Count.
8th Count,
ſell and deliver
&c.

of the aforeſaid public ſtock or ſecurity called the New Subſcription for the year 1762, by which ſaid laſt-mentioned contract it was then and there bargained and agreed by and between the ſaid T. R. and the ſaid W. P. that the ſaid T. R. ſhould ſell to the ſaid W. P. and ſhould transfer and deliver to him, ſo ſoon as precepts in that behalf could be obtained from the caſhier of the Bank of England, certain other parts or ſhares, that is to ſay, other ten thouſand pounds, and other twenty thouſand pounds of the ſaid public ſtock, ſecurity, or ſubſcription at the rates or prices following, to wit, &c. &c. to be paid by the ſaid W. P. to the ſaid T. R. for the ſame; and by the ſame contract it was then and there agreed by and between the ſaid W. P. and the ſaid T. R. that the ſaid T. R. ſhould be at liberty to refuſe to transfer or deliver the ſame to the ſaid W. P. or the ſaid W. P. ſhould refuſe to accept the ſame of the ſaid T. R. then the party ſo refuſing ſhould pay to the other of the ſaid parties the difference between the ſaid rates or prices ſo ſtipulated and agreed on for the ſaid two laſt-mentioned ſhares as aforeſaid, and the ſaid rates or prices which the like parts or ſhares of the New Subſcription ſhould happen to be at, or be ſold for at the time ſo appointed for the delivery of the ſame two laſt-mentioned ſhares to the ſaid W. P. as aforeſaid, and that on payment thereof the party ſo paying ſuch difference ſhould be free and diſcharged from the *laſt-mentioned contract*, contrary to the form of, &c. &c. [Same as the laſt, except for "puts and refuſals," ſay "in the nature of a wager," and after "diſcharged from the ſaid laſt-mentioned contract," ſay, "and the ſaid W. P. ayers, that the ſaid laſt-mentioned contract was made and entered into by the ſaid T. R. with the ſaid W. P. in the nature of a wager between them, to wit, at, &c. contrary to the form of, &c."]: And the ſaid W. P. who, &c. after, &c. to wit, on, &c. at, &c. in, &c. it was contracted by and between the ſaid T. R. and the ſaid W. P. concerning certain other parts or ſhares, to wit, other ten thouſand pounds, and other twenty thouſand pounds, which the ſaid T. R. then claimed to be entitled to, of and in the aforeſaid public ſtock or ſecurity called the New Subſcription for the year 1762, that the ſaid W. P. ſhould give or pay to the ſaid T. R. and that the ſaid T. R. ſhould take, accept, and receive from the ſaid W. P. the ſum of four hundred pounds as a premium or conſideration for the ſaid W. P. to put upon, accept, or refuſe the ſaid two laſt-mentioned parts or ſhares of the ſaid New Subſcription on a then future day, that is to ſay, on, &c. then next, at the rate or price of ninety-nine pounds ten ſhillings for every hundred there of, to be paid by the ſaid W. P. to the ſaid T. R. for the ſame, in caſe he ſhould chuſe to accept the ſame: And the ſaid W. P. further ſays, that in purſuance of the ſaid laſt-mentioned contract, he the ſaid W. P. did afterwards, to wit, on, &c. at, &c. in, &c. give and pay to the ſaid T. R. and the ſaid T. R. did then and there take, accept, and receive

9th Count.

10th Count, contract to give and pay, &c.

receive from the ſaid W. P. the ſaid ſum of four hundred pounds as a premium or conſideration for the ſaid W. P. to have liberty to put upon, accept, or refuſe the ſaid two laſt-mentioned ſhares or parts, amounting together to thirty thouſand pounds of the ſaid New Subſcription at a then future time, that is to ſay, on, &c. then next at the rates or prices laſt aforeſaid, to be paid by the ſaid W. P. to the ſaid T. R. for the ſame, in caſe the ſaid T. R. ſhould then chuſe to accept thereof, contrary to the form of, &c. &c.; yet, &c.

Declaration on 5 Geo. 2. c 30. ſ 21. againſt defendant for concealing a deed of truſt of cattle for the benefit of a *bankrupt*.

MIDDLESEX, to wit. ——— plaintiffs, aſſignees of the debts, goods, and effects which were of T. C a bankrupt, according to the form and effect of the ſaid ſtatute made and now in force concerning bankrupts, complains againſt defendant being, &c. of a plea that he renders to the ſaid plaintiffs ſix thouſand three hundred pounds of, &c.: For that whereas the ſaid T. C. before and on, &c. and from thence until the iſſuing the commiſſion hereinafter mentioned againſt him, did uſe and exerciſe, &c. [ſet out the commiſſion againſt the bankrupt, and then proceed], as by the ſaid indenture more fully appears: *And the ſaid plaintiffs further ſay, that the ſaid T. C. before he became a bankrupt as aforeſaid, to wit*, on, &c. at, &c. in, &c. was poſſeſſed of certain cattle, to wit, one horſe, &c. of the value of five hundred pounds of, &c. as of his own proper cattle, and being ſo poſſeſſed thereof, he the ſaid T. C. afterwards, to wit, on, &c. at, &c. in, &c. by a certain deed poll then and there made and ſealed with the ſeal of the ſaid T. C. did bargain, ſell, aſſign, and ſet over the cattle aforeſaid, upon the truſts following, that is to ſay, upon the ſpecial truſt and confidence, and to the intent and purpoſe that he the ſaid defendant, his executors, or adminiſtrators ſhould and would from time to time, and at all times as the ſaid T. C. ſhould direct and appoint, ſell and diſpoſe of the ſaid cattle, or any or either of them, to ſuch perſon or perſons, or for ſuch price or prices as the ſaid T. C. ſhould by an order under his hand writing, nominate, direct, and appoint, and tranſact and do all matter or thing relating to breeding, milching, and rearing the ſaid cattle, and that the monies and profits ariſing thereby were to be appropriated and diſpoſed of by the ſaid defendant, his executors, and adminiſtrators, to and for the ſole and whole uſe, benefit, and behoof of the ſaid T. C. his executors, adminiſtrators, or aſſigns, (*a*) *of which ſaid bargain and ſale ſo made as aforeſaid upon the truſts aforeſaid, he the ſaid defendant afterwards, to wit, on, &c. at, &c. in, &c. had notice, and then and there aſſented thereto, and accepted the ſaid truſt*: And it was then and there agreed by and between the ſaid defendant and the ſaid T. C. that he the ſaid defendant ſhould and might be ſaved harmleſs, and alſo his executors, adminiſtrators and aſſigns, of and from, and have leave to deduct to him

Deed poll.

(*a*) Notice of the truſt was given the defendant on the day following, of which truſts he accepted.

and themſelves all coſts, charges, damages, and expences as he or any of them ſhould ſuſtain, expend, or be put unto for or by reaſon of the truſt aforeſaid, or the execution thereof, and alſo to deduct to him and themſelves all the charges and expences that ſhould accrue, and was then due, or to become due to him or them for or by means of the keeping and feeding the ſaid cattle, or any of them: And the ſaid plaintiffs further ſay, that the ſaid defendant, by virtue of the ſaid deed poll ſo made as aforeſaid, was at the time when the ſaid T. C. became a bankrupt as aforeſaid, and alſo at the time of iſſuing forth the ſaid commiſſion, and notice thereof given in the London Gazette as aforeſaid, poſſeſſed of all the ſaid cattle upon the ſaid truſts as aforeſaid, to wit, at, &c.; yet the ſaid defendant not regarding, &c. nor fearing, &c. did wilfully conceal the ſaid cattle in the truſt aforeſaid from the creditors of the ſaid T. C. and did not within forty two days next after the iſſuing forth of the ſaid commiſſion againſt the ſaid T. C. and notice thereof given in the London Gazette as aforeſaid, diſcover or diſcloſe the ſaid cattle, or any of them, or the truſt aforeſaid, in writing, or otherwiſe, to any one or more of the commiſſioners named in the ſaid commiſſion, nor to the ſaid plaintiffs, or any of them, but wholly neglected ſo to do, to wit, at Weſtminſter aforeſaid, contrary to, &c.; whereby and by force of, &c. forfeited for his ſaid offence the ſum of one thouſand one hundred pounds, to wit, one hundred pounds, and double the value of the ſaid cattle ſo concealed as aforeſaid, to and for the uſe and benefit of the creditors of the ſaid T. C.; whereby and by force of, &c. an action hath, &c. &c.: And the ſaid plaintiffs further ſay, that the ſaid T. C. before he became a bankrupt as aforeſaid, to wit, on, &c. at, &c. in, &c. was poſſeſſed of certain other cattle, to wit, &c. &c. of the value of, &c. as of his own proper cattle, and being ſo poſſeſſed thereof, he the ſaid T. C. afterwards, to wit, on, &c. at, &c. in, &c. by a certain other deed poll, &c. [as in the laſt Count]: And the ſaid plaintiffs further ſay, that the ſaid defendant, by virtue of the ſaid laſt-mentioned deed poll ſo made as laſt aforeſaid, was at the time when the ſaid T. C. became a bankrupt as aforeſaid, and alſo at the time of the iſſuing forth the ſaid commiſſion, and notice thereof given in the London Gazette as aforeſaid, poſſeſſed of all the ſaid laſt-mentioned cattle upon the ſaid laſt-mentioned truſt as aforeſaid, to wit, at, &c.; yet the ſaid defendant not regarding, &c. nor fearing, &c. did wilfully conceal, &c. &c. [as the laſt Count to the end]: And the ſaid plaintiff further ſay, that the ſaid T. C. before he became a bankrupt as aforeſaid, to wit, on, &c. at, &c. in, &c. *transferred to the ſaid defendant* certain other cattle, to wit, &c. of him the ſaid T. C. which were then and continually afterwards and ſtill are of great value, to wit, of, &c. to wit, at, &c. *upon*

2d Count. (a)

3d Count. (b)

(a) Omits ſetting out the commiſſion.

(b) This Count does not ſet out the deed poll, but only alledges that the bankrupt transferred to defendant other cattle upon truſt for the bankrupt's uſe.

truſt,

truſt, for the ſole uſe and benefit of the ſaid T. C. and that the ſaid defendant then and there accepted of the ſaid truſt; and the ſaid plaintiffs further ſay, that the ſaid defendant at the ſaid time when the ſaid T. C. became a bankrupt, and alſo at the time of iſſuing forth the ſaid commiſſion, and notice thereof given in the London Gazette as aforeſaid, was and remained poſſeſſed of the ſaid laſt-mentioned cattle upon the truſt laſt aforeſaid; yet the ſaid defendant, not regarding, &c. nor fearing, &c. did wilfully protect, &c. &c. [as in 1ſt and 2d Counts, only omit the words "or otherwiſe"]; yet, &c.

Stormont and Way. Michaelmas Term. 27. Geo. III.

Debt on ſtat. 32. Geo. 2. for ſelling foreign cambricks, and making cambricks not marked at both ends; with a great variety of counts.

MIDDLESEX, to wit. John Parke (*being an officer of the cuſtoms*) *qui tam* againſt T. Roe, in debt for ſix thouſand pounds; for that the ſaid Thomas, after the firſt day of Auguſt 1759, mentioned in a certain act of parliament made and paſſed in the thirty-ſecond year of the reign of his late majeſty king George the Second, and entitled, "An Act for the more effectual preventing the "fraudulent Importation of Cambricks and French Lawns," and before the exhibiting the bill of the ſaid John, who ſues as aforeſaid, to wit, on the fourth of Auguſt, A. D. 1786, at Weſtminſter, in the county of Middleſex aforeſaid, did ſell, that is to ſay, unto one Ann Larkin, a certain quantity of foreign cambrick, to wit, one quarter of a yard of French cambrick, contrary to the form of the ſtatute in ſuch caſe made and provided; by reaſon whereof, and by force of the ſaid ſtatute, the ſaid Thomas forfeited for his ſaid offence the ſum of two hundred pounds of lawful money of Great Britain, and whereby and by force of the ſtatute in ſuch caſe made and provided an action hath accrued to our ſaid lord the now king and to the ſaid John, being an officer of the cuſtoms, who ſues as aforeſaid, to demand and have of and from the ſaid Thomas, for our ſaid lord the now king and the ſaid John, who ſues as aforeſaid, the ſaid ſum of two hundred pounds ſo forfeited as aforeſaid, parcel of the ſaid ſix thouſand pounds above demanded: And the ſaid John, who ſues as aforeſaid, in fact further ſaith, that the ſaid Thomas, after the ſaid firſt day of Auguſt 1759, and before the exhibiting of the bill of the ſaid John, who ſues as aforeſaid, to wit, on the ſaid fourth of Auguſt, A.D. 1786, at Weſtminſter aforeſaid, in the county aforeſaid, *did offer and expoſe to ſale*, "had in his poſſeſſion and cuſtody elſewhere and otherwiſe than in ſuch warehouſe as had been approved of by the commiſſioners of the cuſtoms, or any three or more of them, as by the aforeſaid act of parliament is directed," a certain other quantity of foreign cambrick, to wit, one other quarter of a yard of French cambrick "for the purpoſe of ſelling the ſame," contrary to the form of the ſtatute in ſuch caſe made and provided; by reaſon whereof, and by force of the ſaid ſtatute, the ſaid Thomas forfeited for his ſaid laſt-mentioned offence the further ſum of two hundred pounds; whereby and by force of the ſtatute in ſuch caſe

2d and 3d Counts.

made and provided, an action hath accrued to our said lord the now king and to the said John, being *such* "an" officer of the customs, who sues as aforesaid, to demand and have of and from the said Thomas for our said lord the now king and the said John, who sues as aforesaid, the said sum of two hundred pounds so forfeited as last aforesaid, other parcel of the said six thousand pounds above demanded: And the said John, who sues as aforesaid, in fact further saith, that the said Thomas, after the twenty-ninth day of September 1767, mentioned in a certain act of parliament made and passed in the seventh year of the reign of his present majesty, entitled, "An Act to amend and enforce the Acts of the eighteenth, "twenty-first, and thirty-second Years of the Reign of his late "Majesty King George the Second, for the more effectual pre-"venting the fraudulent Importation and Wearing of Cambricks "and French Lawns," and before the exhibiting of the bill of the said John, who sues as aforesaid, to wit, on the said fourth day of August, in the year 1786 aforesaid, at Westminster aforesaid, in the county aforesaid, did sell to and unto the said Ann Larkin, a quantity, that is to say, one quarter of a yard of cambrick, then and there being part of one entire piece of cambrick made and fabricated in Great Britain after the said twenty-ninth day of September 1767, and which entire piece had not been marked or stamped at both ends thereof, in manner by the said last-mentioned act of parliament directed, contrary to the form of the statute in such case made and provided; by reason whereof, and by force of the said last-mentioned statute, the said Thomas forfeited for his said last-mentioned offence the further sum of two hundred pounds; whereby and by force of the statute in such case made and provided an action hath accrued to our said lord the now king and to the said John who sues as aforesaid, the said sum of two hundred pounds so forfeited as last aforesaid, other parcel of the said six thousand pounds above demanded: And the said John, who sues as aforesaid, in fact further saith, that the said Thomas, after the twenty-ninth of September 1767, and before the exhibiting of the bill of the said John, who sues as aforesaid, to wit, on the said fourth of August 1786 aforesaid, at Westminster aforesaid, in the county aforesaid, did *offer and expose to sale a certain other* "sell unto the said Ann Larkin a" quantity, *to wit, one entire piece*, "that is to say, one quarter of a yard, then and there being part of one remnant" of cambrick, made and fabricated in Great Britain, "after the said twenty-ninth of September 1767," and which *said entire piece* "remnant" was not marked or stamped at *either* "one" end thereof, in manner by the said last mentioned act of parliament directed, contrary to the form of the statute in such case made and provided; by reason whereof, and by force of the said last-mentioned statute, the said Thomas forfeited for his said last-mentioned offence the further sum of two hundred pounds; whereby and by force of the statute in such case made and provided, an action hath accrued to our said lord the now king and to the said John, being such officer *as aforesaid* "of the customs,"

who

who ſues as aforeſaid, to demand and have of and from the ſaid Thomas for our ſaid lord the king and for the ſaid John, who ſues as aforeſaid, the ſaid ſum of two hundred pounds ſo forfeited as laſt aforeſaid, other parcel of the ſaid ſix thouſand pounds above demanded. [7th Count, did offer and expoſe to ſale a quantity, that is to ſay, one quarter of a yard of cambrick, then and there being part of one remnant of cambrick, made and fabricated in Great Britain, after the ſaid twenty-ninth day of September 1767, and which remnant was not marked or ſtamped at one end thereof, in manner by the ſaid laſt-mentioned act of parliament directed, contrary, &c. 8th Count, had in his cuſtody for the purpoſe of ſelling the ſame, one other entire *piece* "remnant" of cambrick, made and fabricated in Great Britain, after the ſaid twenty-ninth day of September 1767, and which *had* "was" not *been* marked or ſtamped at *both ends*, "one end" thereof, *in manner* as by the ſaid laſt-mentioned act of parliament directed: And the ſaid John, who ſues as aforeſaid, in fact further ſaith, that the ſaid Thomas after the twenty-ninth of September 1767, and before the exhibiting of the bill of the ſaid John, who ſues as aforeſaid, againſt him the ſaid Thomas, to wit, on the fourth day of Auguſt 1786 aforeſaid, at Weſtminſter aforeſaid, did ſell, *to wit*, to the ſaid Ann Larkin, a quantity, to wit, one quarter of a yard *of goods of the kind uſually called or known, or under the denomination of cambrick* then and there "being" part of *an entire piece* "a remnant" of ſuch goods made and fabricated in Great Britain ſince the ſaid twenty-ninth of September 1767, and which *had* "remnant was" not *been* marked or ſtamped at *both ends* "one end" thereof in manner by the ſaid laſt-mentioned act of parliament directed, contrary, &c. [12th and 13th Counts like the 10th and 11th, with ſimilar variations, but *for offering and expoſing to ſale* inſtead of "ſelling," and not ſaying to whom. 14th and 15th, had in his cuſtody, for the purpoſe of ſelling the ſame, one other entire *piece* "remnant" of goods of the kind uſually called or known by or under the denomination of cambrick, made and fabricated in Great Britain ſince the ſaid twenty-ninth of September 1767, and *which had* "was" not *been* marked or ſtamped at *both ends* "one end" thereof, in manner by the ſaid laſt-mentioned act of parliament directed, contrary, &c.

7th Count.

8th and 9th Counts.

10th and 11th Counts.

12th and 13th Counts.

14th and 15th Counts.

The declaration contained fifteen other Counts on a ſecond offence, which differed from the fifteen firſt, only in the date, with common concluſion in *qui tam* actions.

I apprehend nobody can ſue for theſe penalties but the attorney general, advocate-general, or ſome officer of the cuſtoms.

G. Wood.

TOLLEMACHE *againſt* LALHAM.

On looking into the act of the 22d Geo. 3. c. 19. by which a proſecutor for penalties under the game laws is entitled to recover the *whole* of them to his own uſe; it appear that he is only empowered to ſue for them in his majeſty's courts at *Weſtminſter*, ſo that the action at the ſuit [illegible] of the proſecutor *alone* will lie only in one of [illegible] of King's

Opinion [illegible]

T 3

of the courts at Weſtminſter Hall; there is, however, another ſtatute of 8. Geo. 1. c. 19. by which an action is given for ſuch penalties as previouſly could in any of his majeſty's *courts of record* (not confining it to the courts at Weſtminſter) but upon that ſtatute the action muſt correſpond with the then diſtribution of the forfeiture, and be brought by the proſecutor as well for himſelf as for the poor of the pariſh where the offences were committed; it will, therefore, be neceſſary for the plaintiff either to levy his plaint, and iſſue his proceſs in the court below, as well for himſelf as the poor of that particular pariſh, otherwiſe the variance between the plaint and the declaration will be fatal, or elſe to proceed in one of the ſuperior courts. The ſame obſervation of variance will apply to the ſum demanded, unleſs counts enough are put into the declaration for penalties of five pounds each, to amount to the ſum of fifty pounds. The gun and the dog can take but two apiece, viz. one for *keeping*, and another for *uſing* each of them, unleſs by a variation of dates. It ſhould be obſerved alſo, that the action under 8. Geo. 1. muſt be brought before the end of the next term after the offence committed; you muſt, therefore, ſpecify the pariſh where the offences were committed (which, if in different pariſhes, cannot be joined together) the number of counts I muſt inſert, in caſe a new plaint is levied, the dates which muſt precede the plaint, and yet be within the limitations of the ſtatute, and what deſcription of dog the defendant keeps, that is included in the act of 5. Ann, c. 14.

SAMUEL MARRYAT.

(*a*) But theſe words mean the ſuperior courts *at Weſtminſter* (Moor, 509. Styles, 340.) eſpecially as the act contains a proviſo, that "no wager or eſſoin ſhall be allowed" which has always been conſtrued as applicable only to the ſuperior courts at Weſtminſter. Cro. Car. 112. Hutt. 98.

Declaration *qui tam* for the poor of the pariſh, in the court of record of Kingſton upon Thames, for uſing a gun and a dog to kill game, not being qualified. Other counts for keeping, &c. and exerciſing to ſale a [illegible] and ad [illegible]

KINGSTON UPON THAMES. The honourable Wilbraham Tollemache, who ſues as well for the poor of the pariſh of Richmond in the county of Surry, as for himſelf in this behalf, by Richard Tollemache his attorney, complains of Thomas Latham, in a plea that he render to the poor of the ſaid pariſh, and to the ſaid Wilbraham, who ſues as aforeſaid, the ſum of twenty-five pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from them: For that "*and the ſaid Wilbraham further ſays, that*" the ſaid Thomas, ſince the commencement of Hilary term now laſt paſt, to wit, on the day of "*in the*" *and* year *of Our Lord* 1789 "*aforeſaid*," at the pariſh aforeſaid, in the county aforeſaid, and within the juriſdiction *of this court* "*aforeſaid*," *kept* "*uſed*" a certain "*other*" engine, that is to ſay, a certain "*other*" gun, to kill and deſtroy the game of that part of Great Britain called England, he the ſaid Thomas not then being qualified by the laws or ſtatutes of this realm, or any of them ſo to do, againſt the form of the ſtatute in ſuch caſe made and provided, whereby and by force of the ſtatute in ſuch caſe made and provided, the ſaid Thomas there forfeited for his ſaid "laſt-mentioned" offence, the "further" ſum of five pounds, and thereby and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid Wilbraham, who ſues as aforeſaid, to demand and have for himſelf and the ſaid poor of the ſaid pariſh, of and from the ſaid Thomas, the ſaid ſum of five pounds ſo forfeited "laſt" aforeſaid, "other" parcel of the ſaid ſum of twenty-five

pounds

pounds above demanded. [The 3d and 4th Counts were exactly like the ſecond, except in the date of the offences, and that they were for keeping "and uſing" a certain "other" *lurcher* to kill and deſtroy the game, &c. inſtead of a certain engine, *i. e.* a certain gun.] 3d and 4th Counts.

5th Count: And the ſaid Wilbraham further ſays, that the ſaid Thomas, ſince the commencement of Hilary term now laſt paſt, to wit, on the day of , in the year aforeſaid, at the pariſh aforeſaid, in the county, and within the juriſdiction aforeſaid, expoſed to ſale one partridge, the ſaid partridge then and there being the game of that part of Great Britain called England, and the ſaid Thomas not being a perſon by the laws and ſtatutes of this realm, or any of them qualified in his own right to kill game, nor entitled to ſuch partridge under any perſon ſo qualified, againſt the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſtatute in ſuch caſe made and provided, the ſaid Thomas there forfeited for his ſaid laſt-mentioned offence the further ſum of five pounds, and thereby and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid William, who ſues as aforeſaid, to demand and have for himſelf and the ſaid poor of the ſaid pariſh, of and from the ſaid Thomas, the ſaid ſum of five pounds ſo forfeited as laſt aforeſaid, reſidue of the ſaid ſum of twenty-five pounds above demanded; yet the ſaid Thomas, although often requeſted, hath not paid the ſaid ſum of twenty-five pounds above demanded, or any part thereof, to the ſaid poor of the ſaid pariſh, or to the ſaid William, who ſues as aforeſaid, or to any of them, but to pay the ſame or any part thereof hath hitherto wholly refuſed, and ſtill refuſes, to the damage of the ſaid W. who ſues as aforeſaid, of ten pounds, and therefore the ſaid W. as well for the ſaid poor of the ſaid pariſh as for himſelf in this behalf, brings ſuit, &c. Pledges, &c.

Notwithſtanding it is deſired to have the declaration conformable to the plaint, I have thought it moſt adviſable to declare at the ſuit of Mr. Tolſon the on behalf of the pariſh as well as himſelf. My reaſon for doing ſo is, that a judgment upon this declaration would at worſt be only *reviſable*, on account of the declaration's varying from the plaint, whereas a judgment upon one at his own ſuit only would be *abſolutely void*, inaſmuch as the court could then have no juriſdiction over the cauſe of action, and the whole proceedings would be *coram non judice*, the conſequence of which would be the officer who executed the proceſs on it, the party and the attorney iſſuing it, would all be treſpaſſers, and liable to an action, without proceeding to reverſe the judgment by a writ of error. Then there is one caſe in 2. Str. 1232. and another in 3. Wilſ. 141, where it was held that the plaintiff may declare *qui tam*, although the proceſs is not ſo; but although this doctrine may hold in the ſuperior courts, where the proceſs forms no part of the record, I doubt the correctneſs of it, as applicable to a juriſdiction where I preſume the plaint will appear upon the judgment roll.

SAMUEL MARRYATT.

Debt for expoſing game to ſale.

King's Bench. Trinity Term, 30. Geo. 3.

JAMES ENGLISH *againſt* JOHN OAKLEY CLARKE, in debt for 240 l. } MIDDLESEX, to wit. For that the ſaid John O. within the ſpace of ſix months next before the commencement of this ſuit, to wit, on the twenty-ſecond day of December A. D. 1789, at Weſtminſter, in the county of Middleſex, *ſold* divers hares and partridges, to wit, two hares and two partridges, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force, &c. the ſaid John O. forfeited for his ſaid offence the ſum of twenty pounds, being the ſum of five pounds for each and every of the ſaid hares and partridges ſo ſold as aforeſaid, and thereby and by force of the ſtatutes in ſuch caſe made and provided, an action hath accrued to the ſaid James to demand and have of and from the ſaid John O. the ſaid ſum of twenty pounds ſo forfeited as aforeſaid, parcel of the ſaid ſum of three hundred and forty pounds above demanded: And the ſaid James in fact further ſaith, that the ſaid J. O. within the ſpace of ſix months next before the commencement of this ſuit, to wit, on the ſaid twenty-ſecond day of December A. D. 1789 aforeſaid, at Weſtminſter aforeſaid, in the county aforeſaid (*he the ſaid J. O. then and there being a poulterer*) *did expoſe to ſale* divers other hares and partridges, to wit, two other hares and two other partridges, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſtatute in ſuch caſe made and provided, the ſaid J. O. forfeited for his ſaid laſt-mentioned offence the ſum of twenty pounds, being the ſum of five pounds for each and every of the ſaid laſt-mentioned hares and partridges, and thereby and by force of the ſtatute in ſuch caſe made and provided; an action hath accrued to the ſaid James to demand and have of and from the ſaid J. O. the ſaid laſt-mentioned ſum of twenty pounds ſo forfeited as aforeſaid, other parcel of the ſaid ſum of three hundred and forty pounds above demanded. [Several other Counts for other penalties of the ſame nature incurred on different dates to the amount of the money demanded; and common concluſion in debt.]

2d Count.

Stormont and Way. Trinity Term, 28. Geo. III.

Debt on 23. G. for writing a receipt in full of demands unpaid.

LANCASHIRE, to wit. James Mac Crery, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of Daniel Burkett being in the cuſtody of the marſhal of the marſhalſea of our lord the now king, before the king himſelf, of a plea that he render to our ſaid lord the king and to the ſaid James, who ſues as aforeſaid, the ſum of ten pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from them: For that the ſaid Daniel, after the twenty-fifth day of March 1784, and before the exhibiting of the bill of the ſaid James, who ſues as aforeſaid againſt the ſaid Daniel, to wit, on the fifteenth of May A. D. 1788, at Liverpool, in the county of L. did *cauſe to be written* a certain receipt then and there given by him

him the ſaid Daniel to the ſaid James for the payment of money, that is to ſay, for the payment of the ſum of two pounds twelve ſhillings and tenpence ſterling by the ſaid James to the ſaid Daniel, in which the ſum mentioned therein was then and there expreſſed to be in full of all demands, and which ſaid receipt was then and there liable to a certain ſtamp duty, that is to ſay, the ſtamp-duty of fourpence, charged and impoſed in and by a certain act made at the parliament of our ſaid lord the king, holden at Weſtminſter, in the twenty-third year of his reign, entitled, "An Act "for repealing an Act made in the twenty-ſecond year of his pre- "ſent majeſty, entitled, 'An Act for charging a Stamp Duty upon "Inland Bills of Exchange, Promiſſory Notes, or other Notes pay- "able otherwiſe than upon Demand, and alſo for granting new Stamp "Duties on Bills of Exchange, Promiſſory or other Notes, and alſo "Stamp-Duties on Receipts," upon a certain piece of paper, without the ſame firſt being duly ſtamped, as in and by the ſame act is directed, and upon which there was not then and there any ſtamp or mark reſembling the ſame, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſtatute in ſuch caſe made and provided, the ſaid Daniel forfeited and became liable to pay for his ſaid laſt-mentioned offence the further ſum of five pounds, and thereby and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid J. who ſues as aforeſaid, to demand and have for our ſaid lord the king and for himſelf in this behalf, of and from the ſaid Daniel the ſaid ſum of five pounds ſo forfeited as ſaid aforeſaid, reſidue of the ſaid ſum

of

of ten pounds above demanded; yet the ſaid D. although often requeſted, hath not yet paid the ſaid ſum of ten pounds above demanded, or any part thereof, to our ſaid lord the king and to the ſaid J. who ſues as aforeſaid, or to either of them, but hath hitherto wholly refuſed, and ſtill refuſes ſo to do, to the damage of the ſaid J. who ſues as aforeſaid, of forty pounds; and therefore, as well for our ſaid lord the king as for himſelf in this behalf, he brings ſuit, &c. Pledges, &c.

SAMUEL MARRYATT.

Count on the lottery act, for receiving 1l. 8s. to repay 10l. 10s. provided a certain ticket ſhould be drawn fortunate on a certain day.

27. Geo. 3 c. 1. ſ. 2.

AND the ſaid Thomas Potter, who ſues as aforeſaid, further ſays, that the ſaid William Slade, not regarding the ſtatutes in that caſe made and provided, nor fearing the penalties therein contained, after the ſaid twenty-fifth of July 1782, and after the day on which the ſaid firſt-mentioned act of parliament had received our ſaid lord the king's royal aſſent, and within ſix calendar months next before the commencement of this ſuit, to wit, on the day of A. D. at Weſtminſter, in the county of Middleſex, did receive of and from the ſaid A. B. a certain ſum of money, to wit, the ſum of one pound eight ſhillings of lawful money of Great Britain, and in conſideration thereof did then and there promiſe and agree to repay to him the ſaid A. B. a certain ſum of money, to wit, the ſum of ten guineas, that is to ſay, the ſum of ten pounds ten ſhillings of lawful money of Great Britain, in caſe a certain other ticket, to wit, a certain other ticket numbered 50 in the ſaid lottery ſo authoriſed and eſtabliſhed as aforeſaid ſhould be drawn fortunate on the twenty-third day of the drawing of the ſaid lottery [or in conſideration of a certain agreement then and there made, whereby the ſaid William Slade did then and there agree to return to him the ſaid A. B. one whole or one part of an undrawn ticket in the ſaid lottery, ſo authoriſed and eſtabliſhed as aforeſaid, in caſe a certain other ticket, to wit, a certain other ticket numbered 2000, then in the ſaid lottery, ſhould be drawn fortunate on the twenty-third day of the drawing of the ſaid lottery], contrary to the form of the ſtatute in that caſe made and provided; whereby, &c.

Declaration againſt a diſtiller, for not taking out a licence.

MIDDLESEX, to wit. George Dalby, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of William Blizard, being in the cuſtody of the marſhal of the Marſhalſea of our lord the now king, before the king himſelf, of a plea that he render to our ſaid lord the king and to the ſaid George, who ſues as aforeſaid, the ſum of one hundred pounds of lawful, &c. which he owes to and unjuſtly detains from them: For that whereas by a certain act made at the parliament of our ſovereign lord George the Third, and holden at Weſtminſter, in the county of Middleſex aforeſaid, in the thirteenth year of his reign, and intitled, "An Act for the more effectually reſtraining the retail-

" ing of diſtilling Spirituous Liquors, and for preventing the " forging or counterfeiting any Stamp or Seal uſed for marking " Silks, Calicos, Linen, and Shifts, to be printed, painted, ſtain- " ed, or dyed, in Britain," it was, amongſt other things, enacted, that if at any time from and after the fifth of July 1773, any perſon or perſons ſhould preſume by him, her, or themſelves, or by any other perſon or perſons whoſoever, employed by him, her, or them, as for his, her, or their benefit, to retail any diſtilled ſpirituous liquors or ſtrong waters without firſt taking out a licence for that purpoſe, in manner as by the ſeveral ſtatutes in that caſe made and provided, and then in force, was preſcribed and directed, he, ſhe, or they ſo offending ſhould reſpectively forfeit and loſe the ſum of fifty pounds for each offence, as by the ſaid act of parliament, relation being thereunto had, will, amongſt other things, more fully and at large appear: And the ſaid George, who ſues as aforeſaid, in fact ſaith, that after the making of the ſaid act of parliament, and after the fifth of July 1773 therein mentioned, and before the exhibiting of the bill of the ſaid George, who ſues as aforeſaid, he the ſaid William, to wit, on the day of December, A. D. 1784, at the pariſh of , in the county of Middleſex aforeſaid, he the ſaid William did unlawfully preſume to retail, and did then and there unlawfully retail certain diſtilled ſpirituous liquors called . without firſt taking out a licence for that purpoſe, in manner as by the ſaid ſtatutes in that caſe made and provided and then in force, was and is preſcribed and directed, contrary to the form and effect of the act of parliament aforeſaid; whereby and by force of the ſaid act the ſaid William forfeited for his ſaid offence the ſum of fifty pounds, and thereby and by force of the ſaid act of parliament an action hath accrued to the ſaid George, who ſues as aforeſaid, to demand and have of and from the ſaid William the ſum of fifty pounds ſo forfeited as aforeſaid, parcel of the ſaid ſum of one hundred pounds above demanded: And the ſaid George, who ſues as aforeſaid, in fact further ſaith, that after the making of the ſaid act of parliament, and after the ſaid fifth of July 1773, therein mentioned, and before the exhibiting of the bill of the ſaid George, who ſues as aforeſaid, againſt the ſaid William, to wit, on the ſaid day of , in the year aforeſaid, at the pariſh aforeſaid, in the county aforeſaid, he the ſaid William did unlawfully preſume, and did then and there unlawfully retail, that is to ſay, by a certain perſon then and there employed by him the ſaid William and for his benefit, certain other diſtilled ſpirituous liquors, called , without firſt taking out a licence for that purpoſe, in manner as by the ſeveral ſtatutes in that caſe made and provided and then in force, was and is preſcribed and directed, contrary to the form and effect of the act of parliament; whereby and by force of the ſaid act of parliament, the ſaid William forfeited for his ſaid laſt offence the further ſum of fifty pounds, and thereby and by force of the ſaid act of parliament an action hath accrued to the ſaid George, who ſues as aforeſaid, to demand and have for our ſaid lord the king and for himſelf in this behalf of and from the ſaid William, the ſaid laſt-mentioned

2d Count, retailing without taking out a licence.

3d Count, by a perſon employed.

ſum

ſum of fifty pounds ſo forfeited as aforeſaid, reſidue of the ſaid ſum of one hundred pounds above demanded.

Declaration for killing an ox, not having kept him five weeks. 5. and 6. Ed. 6. c. 3. ſ. 19.

LONDON, to wit. T. W. who ſues as well, &c. complains againſt B. B. being, &c. twenty-five pounds: For that the ſaid B. not regarding the ſtatute, &c. nor the penalty therein contained, within the ſpace of two years next before the exhibiting the ſaid bill of the ſaid T. W. to wit, the ninth of February 1737, at L. aforeſaid, in the pariſh, &c. in the ward, &c. did buy a certain ox living, of the value of twelve pounds ten ſhillings, which ſaid ox ſo by the ſaid B. bought, he the ſaid B. did not keep or feed by the ſpace of five weeks in his the ſaid B.'s houſe, ground, farm ground, or in ſuch ground or grounds where the ſaid B. had the herbage or common of paſture by grant or preſcription, but the ſaid B. within the ſpace of five weeks next after the buying of the ſaid ox by him as aforeſaid, to wit, on the tenth of February aforeſaid, at L. aforeſaid, in the pariſh and ward aforeſaid, did ſell again the ſaid ox alive, contrary to the form of the ſtatute, &c.; whereby the ſaid B. hath forfeited, &c.

Declaration againſt one for practiſing as an attorney in the county court, not being admitted. 22. G. 2. c. 13.

CUMBERLAND, to wit. W. A. complains of G. B. being, &c.: For that after the twenty-fourth of June 1739, to wit, at the ſecond county court of R. C. eſquire, ſheriff of the ſaid county of Cumberland, holden at O. in and for the ſaid county, on Wedneſday the twentieth of February, in the thirteenth year of the reign of his preſent majeſty, before J. B. and J. W. gentlemen, then ſuitors of the ſaid court, the ſaid G. ſued out of the ſaid court a certain proceſs called a *plaint*, in the name of the ſaid R. C. then ſheriff of the ſaid county, directed to J. S. and all other bailiffs of the ſaid ſheriff within the ſaid county, by which ſaid proceſs the ſaid ſheriff did command them and every of them, jointly and ſeverally, to levy fourteen ſhillings and a penny halfpenny of the goods and chattels of J. D. within the juriſdiction of the county aforeſaid, which A. M. had adjudged before the ſuitors of the ſame court for his damage and coſts which he ſuſtained by reaſon of certain promiſes made to the ſaid A. by the ſaid John, at O. in the ſaid county, and not performed, and that the ſaid bailiffs, or ſome of them, ſhould have the money at the then next court to be holden for the ſaid county, before the ſuitors of the ſaid court, to ſatisfy the ſaid A. for his damages, coſts, and charges aforeſaid, for which he was convicted, he the ſaid G. B. at the time of the ſuing out of the ſaid proceſs out of that court as aforeſaid, not being legally admitted an attorney or ſolicitor, according to an act of parliament made in the ſecond year of the reign of his ſaid preſent majeſty entitled, "An Act for the better Regulation of Attornies and Solicitors," againſt the form of the ſtatute, &c; for which ſaid offence the ſaid G. by force of that ſtatute, hath forfeited the ſum of twenty pounds; whereby an action hath accrued to the ſaid W. A. to demand and have of the ſaid G. B. twenty pounds, part of the one hundred and twenty pounds:

And

And the said W. A. further says, that after the said twenty-fourth of June 1749, to wit, at the third county court of the said R. C. esquire, sheriff of the said county of C. holden at O. in and for said county, on Wednesday the nineteenth of March, in the thirteenth year of his said present majesty, before B. H. and J. W. then suitors of that court, one P. D. gentleman, came in his own proper person, and then and there in the said court levied his plaint against J. B. in a plea of trespass upon the case to the said P. D. his damage of thirty-nine shillings and elevenpence, and the said last-mentioned action being so commenced, he the said G. B. afterwards, at the sixth county court of the said R. C. esquire, sheriff of the said county of C. holden at O. aforesaid, in and for the said county, on Friday the twenty-third of May, in the thirteenth year aforesaid, before W. R. and T. H. then suitors of the said court, did carry on the proceedings in the said last-mentioned action then and there depending to trial in the said last-mentioned court, called the county court, he the said J. M. then not being or having been legally admitted an attorney or solicitor, according to the said act, made in the said second year of the reign of his said present majesty, against the form of the said statute, &c. for which said last offence the said J. G. by force of the statute hath forfeited another sum of twenty pounds; whereby an action hath accrued to the said W. A. to demand, &c. other twenty pounds, other part of the said one hundred and twenty pounds: And the said W. A. further says, at the sixth county court of, &c. on Friday the twenty-third of May, before, &c. another *levavit facias*, other suitors and parties: And the said W. A. further says, &c. third county court, [as the second Count]. [5th Count, afterwards, at the eighth county court of, &c. on, &c. before, &c. other parties and times. 6th Count, ninth county court, another plaint levied before T. G. and R. F. then suitors of the said court, defended the said last-mentioned action then depending in that said court. *Mutuatus* twenty pounds; yet, &c. Damages ten pounds.

2d Count.

3d Count.

4th Count.

5th Count.

6th Count.

MIDDLESEX, to wit. Edward Armstrong, esquire, complains of James Fenn, esquire, and Matthew Bloxham, esquire, sheriff of the county of Middlesex, being, &c.: For that whereas by a certain act of parliament, made at Westminster in the said county of Middlesex, in the eighth year of the reign of our sovereign lady Ann, late queen of Great Britain, entitled, "An Act "for the better Security of Rents, and to prevent Frauds com-"mitted by tenants," it was, amongst other things, enacted, that from and after the first of May, which would be in the year of Our Lord 1710, no goods or chattels whatever lying or being in or upon any messuage, lands, or tenement which were or should be leased for life or lives, terms of years, at will, or otherwise, should be liable to be taken by virtue of an execution on any pretence what-

Declaration against the sheriff on the statute 8. Ann, c. 14. s. 1. for not paying plaintiff a year's rent under an execution.

whatſoever, unleſs the party at whoſoever ſuit the ſaid execution ſhould be ſued as aforeſaid, ſhould, before the removal of ſuch goods from off the ſaid premiſes by virtue of ſuch execution or extent, pay to the landlord of the premiſes or his bailiff all ſuch ſum or ſums of money as were or ſhould be due for rent for the ſaid premiſes at the time of the taking ſuch goods and chattels by virtue of ſuch execution, provided the ſaid arrears of rent ſhould not amount to more than one year's rent, then the ſaid party at whoſe ſuit ſuch execution ſhould be ſued out, paying the landlord or his bailiff one year's rent, might proceed to execute his judgment as he might have done before the making of the ſaid act: and the ſaid ſheriff or other officer was by the ſaid act empowered and required to levy and pay to the plaintiff as well the money ſo paid for rent as the execution money, as by the ſaid act may more fully and at large appear: [And whereas the ſaid Edward, after the making of the ſaid act, to wit, on the ſixteenth of January, A. D. 1787, at, &c. demiſed to one H. A. a certain meſſuage or dwelling-houſe, with the appurtenances, together with divers quantities of furniture therein of the ſaid Edward, ſituate, ſtanding, and being in Liſle-ſtreet, Leiceſter-fields, in the ſaid county of Middleſex, to have and to hold (1) *the ſaid meſſuage or dwelling-houſe, with the appurtenances, together with the ſaid furniture therein* from the ſaid ſixteenth of January, in the year laſt aforeſaid, for and during, and unto the full end and term of three whole years then next enſuing, and ſo from year to year for ſo long time as it would pleaſe the ſaid Edward and H. A. yielding and paying therefore unto the ſaid Edward yearly and every year during (2) *ſuch time as the ſaid H. by virtue of that demiſe ſhould have and occupy the ſaid meſſuage or dwelling-houſe, with the ſaid furniture therein*, at the yearly rent or ſum of one hundred pounds of lawful, &c. payable, &c. *to be paid* quarterly, *that is to ſay*, on the ſixteenth of April, the ſixteenth of July, the ſixteenth of October, and the ſixteenth of January, in each and every year, by even and equal portions, by virtue of which ſaid demiſe the ſaid H. afterwards, *to wit, on the ſaid ſixteenth of January, in the year laſt aforeſaid*, entered into the ſaid demiſed meſſuage or dwelling-houſe, and was thereof poſſeſſed until and upon the ſixteenth of January, A. D. 1788; and the ſaid Edward ſaith, that one hundred pounds (3), and for *one year's rent* ended on the day and year laſt aforeſaid, became due and in arrear, and unpaid from the ſaid H. to the ſaid Edward; and whereas the ſaid James and Matthew afterwards, to wit, on the twenty-ſixth of January, in the year laſt aforeſaid, at, &c. they the ſaid J. and M. then being ſheriff of the county of Middleſex, by virtue and on pretence of his majeſty's writ of *fi. fa.* directed to the ſaid J. and M. as ſheriff of the county of Middleſex, *againſt the ſaid H. before that time ſued and proſecuted* at the ſuit of one J. B. out of the court of our ſaid lord the king, before the king himſelf *(the ſaid court then and ſtill being at Weſtminſter aforeſaid, in the county aforeſaid)* on a certain judgment againſt the ſaid H. at the ſuit of the ſaid J. in the ſaid *court of our ſaid lord the king, before*

(1) "ſame unto the ſaid H. A."

(2) "the ſaid term unto the ſaid Edward,"

(3) "of the rent aforeſaid, for one year of the ſaid term,"

before the king himſelf, before that time had and obtained, (4) took the goods and chattels of the ſaid H. then being in the ſaid (5) *demiſed meſſuage or dwelling-houſe* to the value of one hundred pounds: And the ſaid Edward further ſaith, that after the taking of the ſaid goods and chattels (6) *by the ſaid J. and M. thereof as aforeſaid, by pretence of the ſaid writ*, and before the removal thereof, that is to ſay, on the thirtieth of January, in the year laſt aforeſaid, *the ſaid Edward*, at Weſtminſter aforeſaid, in the county aforeſaid, gave notice to the ſaid J. and M. (7) *ſo then being ſheriff as aforeſaid, of the aforeſaid* rent ſo being due and in arrear to the ſaid Edward from the ſaid H. and then and there requeſted and required the ſaid J. and M. *ſheriff as aforeſaid*, that the ſaid Edward might be paid (8) *the ſaid one hundred pounds, the* rent ſo due and in arrear to the ſaid Edward as aforeſaid, before the ſaid goods and chattels *ſo taken and ſeized by the ſaid J. and M. as ſheriff as aforeſaid, under pretence of the ſaid writ of fi. fa.* or any part thereof, ſhould be removed from and out of the ſaid meſſuage or dwelling-houſe ſo demiſed as aforeſaid; yet the ſaid J. and M. ſo then being ſheriff of the ſaid county of Middleſex as aforeſaid, not regarding the aforeſaid ſtatute in ſuch caſe made and provided, but contriving and fraudulently intending, craftily and ſubtilly to deceive and defraud the ſaid Edward (9) *in this reſpect, although often requeſted, did not pay or cauſe to be paid to the ſaid Edward the ſaid ſum of one hundred pounds, the rent ſo due and in arrear to the ſaid Edward as aforeſaid, or any part thereof, or otherwiſe content him for the ſame, but on the contrary thereof the ſaid J. and M. ſheriff as aforeſaid*, afterwards, that is to ſay, on the ſame day and year laſt aforeſaid, at Weſtminſter aforeſaid, in the county aforeſaid, (10) took, removed, and carried away the ſaid goods and chattels from and out of the ſaid demiſed meſſuage or dwelling-houſe, *the ſaid ſum of one hundred pounds*, the rent ſo due and in arrear to the ſaid Edward as aforeſaid, being then and there wholly in arrear and unpaid, contrary to the form and effect of the ſtatute in ſuch caſe made and provided]. [2d Count as in the crotchets, leaving out the words in the Italic and inſerting thoſe in the margin]; wherefore the ſaid Edward ſaith that he is injured, and hath ſuſtained damage to the value of two hundred pounds; and therefore he brings his ſuit, &c. Pledges, &c.

(4) "and directed to the ſheriff of the ſaid county of Middleſex,"
(5) "laſt-mentioned premiſes,"
(6) "by pretence of the ſaid laſt-mentioned writ,"
(7) "laſt aforeſaid,"
(8) "his laſt-mentioned"
(9) "of the ſaid one hundred pounds, the rent laſt aforeſaid, ſo due and owing to the ſaid Edward, have not paid the ſame or any part thereof to the ſaid Edward,"
(10) "they the ſaid, &c.

Declaration on ſtat. 8. G. 2. c. 26. for preventing frauds in gold and ſilver wares, againſt a perſon for making and ſelling ware, not of a ſufficient fineneſs.

LONDON, to wit. Joſeph Howell who ſues as well for our ſovereign lord the now king as for himſelf in this behalf, complains of Henry Morris being, &c. in a plea that he render to our ſaid lord the now king and the ſaid Joſeph, who ſues as aforeſaid, forty pounds of lawful money of Great Britain, which he owes to our ſaid ſovereign lord the now king and to the ſaid Joſeph, who ſues as aforeſaid, and unjuſtly detains from them: For that whereas he the ſaid Henry being a perſon trading and dealing in gold wares, after the twenty eighth day of May, which was in the year of Our Lord 1739, and before the day of exhibiting of the bill of the ſaid Joſeph,

Joſeph, who as well, &c. to wit, on the day of A. D. 1754, at London aforeſaid, to wit, in the pariſh of St. Mary-le-Bow, in the ward of Cheap, not regarding the ſtatute in ſuch caſe made and provided, nor fearing the penalty therein contained, made and cauſed and procured to be made eleven gold rings, containing together in weight two ounces and ſeven pennyweights, of a leſs fineneſs than twenty two carats of pure gold in every pound weight troy, to wit, of the fineneſs of only twenty carats of pure gold in every pound weight troy, againſt the form of the ſtatute in ſuch caſe lately made and provided; whereby and by force of the ſtatute in ſuch caſe lately made and provided, an action hath accrued to our lord the now king and to the ſaid Joſeph, who ſues as aforeſaid, to demand and have of and from the ſaid Henry for his ſaid offence, for our ſaid lord the now king and the ſaid Joſeph, who as well, &c. the ſum of ten pounds, parcel of the ſaid ſum of forty pounds above demanded: [the 2d Count was for ſelling the rings to one Gabriel Holland; the 3d and 4th Counts were for another offence of the ſame nature].

Declaration in debt, by the proprietor of a print, for publiſhing the ſaid print without proprietor's conſent. Counts engraving and publiſhing.

LONDON, to wit. Edmund Scott complains of Joſeph Palmer being in the cuſtody of the marſhal of the marſhalſea of our lord the now king, before the king himſelf: For that whereas the ſaid Edmund, after the twenty-fourth day of June 1777, mentioned in a certain act of parliament, made and paſſed in a certain parliament holden at Weſtminſter, in the county of Middleſex, in the ſeventeenth year of the reign of his ſaid preſent majeſty, entitled, "An Act for more effectually ſecuring the Property of "Prints to Inventors and Engravers, by enabling them to ſue "for and recover Penalties in certain Caſes," to wit, on the firſt day of April, in the year of Our Lord 1760, and before was and from thenceforth hithe to hath been and ſtill is the true and lawful proprietor of a certain print which had been engraved in Great Britain, that is to ſay, a certain print purporting to be the print of a certain converſation called, His Majeſty's happy Interview with the Queen and Princeſs Amelia; and during all the time aforeſaid had and was lawfully entitled to, and ſtill has and is lawfully entitled to the ſole right and liberty of printing and reprinting the ſaid print, to wit, at London aforeſaid, in the pariſh of St. Mary-le-Bow, in the ward of Cheap; yet the ſaid Joſeph well knowing the premiſes, but not regarding the ſtatute in ſuch caſe made and provided, but contriving and intending to injure the ſaid Edmund, ſo being ſuch proprietor of the ſaid print aforeſaid, whilſt he was ſuch proprietor of the ſaid print, and after the ſaid twenty-fourth day of June 1777, mentioned in the ſaid act of parliament, ſo made in the ſeventeenth year of his preſent majeſty as aforeſaid, but within that time limited by a certain other act of parliament in the ſaid afore-mentioned parliament ſpecified, that is to ſay, a certain act of parliament, made in the ſeventh year of the reign of his preſent majeſty, entitled, "An Act to amend and render

"render more effectually an Act made in the eighth Year of the "Reign of King George the Second, for Encouragement of the "Arts of Designing, Engraving, and Etching Hiſtorical and "other Prints," and for veſting in and ſecuring to Jane Hogarth, widow, the property in certain prints, to wit, on the ſaid firſt day of April, A. D. 1789, aforeſaid, at, &c. aforeſaid, he the ſaid Joſeph did engrave, and cauſe and procure to be engraved the ſaid print hereinbefore mentioned, whereof the ſaid Edmund was and is ſuch proprietor as aforeſaid; and afterwards, to wit, on the ſame day and year laſt aforeſaid, and on divers other days and times between that day and the day of exhibiting the bill of the ſaid Edmund againſt the ſaid Joſeph, at, &c. aforeſaid, did publiſh, ſell, and diſpoſe of, and cauſe and procure to be publiſhed, ſold, and diſpoſed of divers, to wit, copies of the ſaid print, without the conſent of the ſaid Edmund for that purpoſe firſt had and obtained in writing, ſigned by him the ſaid Edmund with his own hand, in the preſence of and atteſted by two or more credible witneſſes, contrary to the form of the ſaid afore-mentioned act of parliament; whereby and by means of the committing of which ſaid grievances by the ſaid Joſeph, the ſaid Edmund has been and is very much damnified, injured, and prejudiced in his property of and in ſaid print, whereof he the ſaid Edmund was and is ſuch proprietor as aforeſaid, and has loſt and been deprived of divers great gains and profits which he would otherwiſe have acquired by the printing and ſelling of the ſaid print, to wit, at, &c. aforeſaid: and the ſaid Edmund in fact further ſays, that the ſaid Joſeph well knowing the premiſes aforeſaid, but not regarding the ſtatute in ſuch caſe made and provided, and further conſpiring and intending to injure the ſaid Edmund, and cauſing ſuch proprietor of the ſaid print as aforeſaid, to wit, the ſaid E. was ſuch proprietor of the ſaid print, in fact on the twenty fourth day of June 1777, hereinbefore in the ſaid act of parliament firſt made in the ſeventeenth year of the reign of his ſaid preſent majeſty as aforeſaid; but within the time limited by the ſaid other act of parliament made in the fifteenth year of the reign of his preſent majeſty, to wit, on the ſaid firſt day of April, in the ſaid year of Our Lord 1789, aforeſaid, at, &c. aforeſaid, *in the ſaid parliament engrave, and cauſe and procure to be engraved the ſaid print hereinbefore mentioned, whereof the ſaid Edmund was and is ſuch proprietor as aforeſaid, and afterwards, to wit, on the ſame day and year laſt aforeſaid*, and on divers other days and times between that day and the day of exhibiting the bill aforeſaid, at, &c. aforeſaid, did publiſh, ſell, and diſpoſe of, and cauſe and procure to be published, ſold, and diſpoſed of divers, to wit, copies, in part of the ſaid print, without the conſent of the ſaid Edmund for that purpoſe firſt had and obtained in writing, ſigned by him the ſaid Edmund with his own hand, in the preſence of and atteſted by two or more credible witneſſes, contrary to the form of the ſaid firſt-mentioned act of parliament; whereby and by reaſon and means of the committing of which ſaid laſt-mentioned grievance by the ſaid Joſeph,

2d Count.

Joſeph, the ſaid Edmund has been and is very much damnified. injured, and prejudiced in his property of and in the ſaid pri whereof he the ſaid Edmund was and is ſuch proprietor as aforeſaid, and has loſt and been deprived of divers great gains and profits which he would otherwiſe have gained by the printing and ſelling of the ſaid print, to wit, at L. in the parish and ward aforeſaid: [3d Count, for etching and working, and for publiſhing, ſelling, and diſpoſing of the whole; 4th Count, for the ſame in part; 5th Count, for copying in the whole; 6th Count, for the ſame in part; 7th Count, for printing in the whole; 8th Count, for ſame in part; 9th Count, for publiſhing in the whole, leaving out the words in Italics in the 2d Count; 10th Count, for ſame in part, leaving out the ſame; 11th Count, for ſelling and diſpoſing, leaving out ſame; 12th Count, for ſame in part, leaving out ſame; to the damage of the ſaid Edmund of , and therefore, &c. pledges, &c. *Drawn by* MR. TIDD.

Declaration for letting poſt-horſes to hire without being licenſed, on ſtat. 25 Geo. 3. c.

MIDDLESEX, to wit. George Stewart, who ſues as well for our ſovereign lord the king, as for himſelf in this behalf, complains of William Painter being, &c. of a plea that he render to our ſaid lord the now king and to the ſaid George, who ſues as aforeſaid, the ſum of two hundred pounds of lawful, &c. which he owes to and unjuſtly detains from them; for that the ſaid William being a perſon required to be licenced by a certain act of parliament made and paſſed in the twenty-ninth year of the reign of his preſent majeſty, entitled, "An Act for repealing the Duties on "Licences taken out by Perſons letting Horſes for the Purpoſe of "travelling Poſt, and by Time, and on Stage Coaches, and for "granting other Duties in lieu thereof, and alſo additional Duties "on Horſes let to Hire for travelling Poſt and by Time," did, after the making of the ſaid act of parliament, and after the firſt day of Auguſt 1785 therein mentioned, and within the ſpace of ſix calendar months next before the commencement of this ſuit, to wit, on the ſixth day of July A. D. 1788, at Weſtminſter, in the county of Middleſex aforeſaid, let out to hire divers, to wit, two horſes by the mile, without being authoriſed or enabled ſo to do, in the manner preſcribed in and by the ſaid act of parliament, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſtatute in that caſe made and provided, the ſaid William forfeited for his ſaid offence the ſum of ten pounds of lawful, &c. to wit, at, &c. aforeſaid, and thereby and by force of the ſaid ſtatute an action hath accrued to the ſaid George, who ſues as aforeſaid, to demand and have for our ſaid lord the king, and for himſelf in this behalf, of and from the ſaid William, the ſaid ſum of ten pounds ſo forfeited as aforeſaid, parcel of the ſaid ſum of two hundred pounds above demanded: And the ſaid George, who ſues as aforeſaid, further ſays, that the ſaid William being a perſon required to be ſo licenſed as aforeſaid, did after the making of the ſaid act of parliament, and after the

ſaid firſt day of Auguſt 1785 therein mentioned, and within the ſpace of ſix calendar months next before the commencement of this ſuit, to wit, on the ſixth day of July, A. D. 1788, at, &c. aforeſaid, let out for hire divers, to wit, two horſes by the ſtage, without being authoriſed or enabled ſo to do, in the manner preſcribed in and by the ſaid act of parliament, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſtatute in that caſe made and provided, the ſaid William forfeited for his ſaid laſt-mentioned offence the ſum of ten pounds of lawful, &c. to wit, &c. aforeſaid; and thereby and by force of the ſaid information hath accrued to the ſaid George, who ſues as aforeſaid, to demand and have for our ſaid lord the king and himſelf in this behalf, of and from the ſaid William the ſaid ſeveral ſums of forty pounds, ſo forfeited as aforeſaid, otherwiſe than as aforeſaid to the amount of two hundred pounds above demanded: [3d Count, for letting five horſes by the mile; 4th Count, for letting five horſes by the ſtage; 5th Count, for letting two horſes to drive a chaiſe for a day; 6th Count, for letting the ſame for a leſs period than a day; 7th Count, for letting ſame for a day; 8th Count, for letting three horſes for a leſs period than a day; 9th Count, for letting two horſes by the mile; 10th Count, for letting two horſes by the ſtage; 11th Count, for letting two horſes by the mile; 12th Count, for letting two horſes by the ſtage; 13th Count, for letting two horſes to drive a chaiſe for a day; 14th Count, for ſame, for a leſs period than a day; 15th Count, for letting two horſes by the mile; 16th Count, for letting two horſes by the ſtage; 17th Count, for letting two horſes by the mile; 18th Count, for letting two horſes by the ſtage]: yet the ſaid William, though often requeſted, &c. hath not as yet paid the ſaid ſum of two hundred pounds above demanded, or any part thereof, to our ſaid lord the king, and the ſaid George, who ſues as aforeſaid, or to either of them; but he to do this hath hitherto wholly refuſed, and ſtill refuſes ſo to do, to the damage of the ſaid George, who ſues as aforeſaid, and therefore as well for our ſaid lord the king as for himſelf in this behalf he brings ſuit, &c. pledges, &c.

In the caſe of the king againſt Andrew Tooley, 3. T. R. 69, it was determined, that the letting of a horſe to hire for the purpoſe of going upon buſineſs from one town to another, and back again in the compaſs of a day's journey, is not a letting for the purpoſe of travelling poſt within the ſtatute —The words *travelling poſt* in the act are to be conſtrued according to the popular acceptation of them.

MIDDLESEX, to wit. John Sargent, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of William Williams being, &c. of a plea that he render to our ſaid lord the king and to the ſaid John, who ſues as aforeſaid, the ſum of ten pounds, which he owes to and unjuſtly detains from them; for that the ſaid William being a poſtmaſter, and perſon licenſed

licenſed to let out horſes to hire for the purpoſe of travelling poſt by the mile, and from ſtage to ſtage, on the firſt day of Oct. A. D. 1788, at Weſtminſter, in the county of Middleſex aforeſaid, did let to hire to one Charles Cooper, a certain horſe by the ſtage, to be uſed in travelling poſt, that is to ſay, to travel and go from London to Barnet, in the county of Herts, and from thence back again to L. aforeſaid, being the diſtance of divers, to wit, twenty-four miles, on the ſame day and year aforeſaid, and which ſaid horſe was accordingly uſed by him the ſaid C. C. to wit, at, &c. aforeſaid, nevertheleſs the ſaid William not regarding the ſtatute, &c. nor fearing the penalties therein contained, did not nor would by himſelf or his ſervants, previous to the uſing of ſuch horſe, aſk, demand, or receive for the uſe of his majeſty, of or from the ſaid C. C. the ſum of one penny halfpenny per mile for each mile ſuch horſe was ſo hired to travel and go, or any other ſum of money whatſoever; but wholly neglected ſo to do, contrary to the form of the ſtatute, &c. whereby, and by force of the ſtatute in that caſe, &c. the ſaid William forfeited for his ſaid offence the ſum of ten pounds of lawful, &c. to wit, at, &c. aforeſaid, and thereby and by force of the ſame ſtatute an action hath accrued to the ſaid John, who ſues as aforeſaid, to demand and have for our ſaid lord the king and for himſelf in this behalf, of and from the ſaid William, the ſaid ſum of ten pounds ſo forfeited as aforeſaid and above demanded; yet the ſaid William, although often requeſted, &c. hath not as yet paid the ſaid ſum of ten pounds above demanded, or any part thereof, to our ſaid lord the king and the ſaid John, who ſues as aforeſaid, or to either of them; but to pay the ſame, or any part thereof, to them or either of them he the ſaid William hath hitherto wholly refuſed, and ſtill doth refuſe, to the damage of the ſaid John, who ſues as aforeſaid, of ten pounds, and therefore as well for our ſaid lord the king as for himſelf in this behalf he brings ſuit, &c.

Drawn by MR. TIDD.

...ation a- ...a toll gate ..., for re- ...to deliver ...a check ...in ex- ...for a ..., ac- ...to ſtat. ...g. c.

MIDDLESEX, to wit. George Stewart, late of Weſtminſter, in the county of Middleſex, yeoman, was attached to anſwer unto John Thomas, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, of a plea that he render to our ſaid lord the king and the ſaid John, who ſues as aforeſaid, the ſum of forty pounds of lawful, &c. which he owes to and unjuſtly detains from them, &c.; and thereupon the ſaid John, who ſues as aforeſaid, by R. W. his attorney, complains; that whereas the ſaid John after the making of a certain act of parliament made and paſſed in the twenty-fifth year of the reign of his preſent majeſty, and intitled, "An Act for repealing the Duties on Licences "taken out by Perſons letting Horſes for the Purpoſe of "travelling Poſt, and on Horſes let to Hire for travelling Poſt, "by Time, and on Stage Coaches, and for granting "other Duties in lieu thereof; and alſo additional Duties on "Horſes let to Hire for travelling Poſt, and by Time," to wit,

on the thirty-firſt day of July, A. D. 1788, at Weſtminſter, in the county of Middleſex, did let to hire to one Cook, eſquire, for divers, to wit, two days, divers, to wit, two horſes, for drawing on a public road a certain carriage, commonly called a poſt chaiſe, being a carriage in reſpect whereof certain rates or duties before and at the time of making the ſaid act of parliament, under the management of the commiſſioners of exciſe, had been and were then reſerved and made payable, and did thereupon then and there deliver to the ſaid Cook, a certain note or certificate for two or more days, being the note or certificate in that behalf required in and by the ſaid act of parliament, properly filled up, as in and by the ſaid act of parliament is directed, to wit, at, &c. aforeſaid; and although the ſaid Cook did afterwards, to wit, on, &c. aforeſaid, at, &c. aforeſaid, deliver to the ſaid George, being the toll-gate keeper at a certain turnpike on a certain public road leading from the city of Weſtminſter to , being the firſt turnpike where toll was by law collected, through which the ſaid Cook did paſs with the ſaid horſes; and although the ſaid George, ſo being ſuch toll-keeper as aforeſaid, did then and there receive the ſaid note or certificate of and from the ſaid Cook, and did requeſt the ſaid G. to deliver, gratis, to him the ſaid Cook in return for ſuch note or certificate, a ticket called the check ticket, being the ticket in that behalf requeſted in and by the ſaid act of parliament, according to the directions of the ſaid act of parliament; yet the ſaid George not regarding his duty in this behalf, nor the ſaid act of parliament, nor fearing the penalties contained, did not, nor would when he was ſo requeſted as aforeſaid deliver, gratis, to him ſuch ticket as aforeſaid, but wholly refuſed and neglected ſo to do, contrary to the form of the ſtatute in that caſe made and provided; whereby and by force of the ſtatute in that caſe made and provided, the ſaid George forfeited for his ſaid offence the ſum of forty ſhillings: and thereby and by force of the ſaid ſtatute an action hath accrued to the ſaid John, who ſues as aforeſaid, to demand and have for our ſaid lord the king and for himſelf in this behalf, of and from the ſaid George, the ſaid ſum of forty ſhillings ſo forfeited as aforeſaid and above demanded; yet the ſaid George, although often requeſted, &c. hath not as yet paid the ſaid ſum of forty ſhillings above demanded, or any part thereof, to our ſaid lord the king and the ſaid John, who ſues as aforeſaid, or to either of them; but to pay the ſame, or any part thereof, to them or either of them he the ſaid George hath hitherto wholly refuſed, and ſtill refuſes ſo to do, to the damage of the ſaid John, who ſues as aforeſaid, of five pounds, and therefore as well for our ſaid ſovereign lord the king as for himſelf in this behalf he brings ſuit, &c.

on the horſe act, Geo. 3. c. for letting horſes to poſt, &c. a li- on f. 6.

FOR that the ſaid defendant, after the ſaid firſt day of A[ugu]ſt, A. D. 1785, and within ſix calendar months next before the exhibiting the bill of the ſaid plaintiff herein, on the fifteenth day of January, A. D. 17[8]9, at [Sarrett's Green], in the ſaid county of Herts, did let out by the mile and for hire divers, to wit, two horſes to one P. R. for the purpoſe of travelling poſt by the mile, that is to ſay, from [Watford] aforeſaid, in the county aforeſaid, to a certain place called Sarrett's Green, in the ſame county, he the ſaid defendant at the time of letting out the ſaid horſes to and for hire as aforeſaid, not having a licence for that purpoſe from two or more of his majeſty's commiſſioners appointed for managing the duties ariſing by ſtamps on vellum, parchment, or paper, nor from any perſon or perſons duly authoriſed by them, nor being in any manner licenſed, authoriſed, or enabled to let out the ſaid horſes to and for hire as aforeſaid, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſtatute, &c. an action hath accrued to our ſaid lord the king and the ſaid plaintiff, who ſues as aforeſaid, to demand and have of and from the ſaid defendant for his ſaid offence ten pounds of lawful, &c. parcel of the ſaid ſum of ſeven hundred and ninety-four pounds above demanded.

deliver- the per- ing the ſtamp ticket, proper- on ſ.

And alſo, for that whereas the ſaid afterwards, and after the firſt day of Auguſt, A. D. 1785, and within ſix calendar months next before the exhibiting the bill of the ſaid plaintiff, to wit, on the ſaid fifteenth day of January, in the ſaid year of Our Lord 17[8]9, at, &c. aforeſaid, he the ſaid defendant being then and there an innkeeper, and being then and there, according to the form of a certain act of parliament made and paſſed in the twenty-fifth year of the reign of his preſent majeſty, entitled, "An Act "for repealing the Duties on Licenſes taken out by Perſons "letting Horſes for the Purpoſe of travelling Poſt, and on Horſes "let to Hire to travellers Poſt, and by Time, and on Stage "Coaches; and for granting other Duties in lieu thereof, and "alſo additional Duties on Licenſes to Hire for travelling Poſt, "and by Time," duly licenſed to let out horſes for hire for the purpoſe of travelling poſt by the mile, did let by the mile to the ſaid P. R. to and for his uſe, to wit, two other horſes to be uſed in travelling poſt by the mile, that is to ſay, from W[atford] aforeſaid, in the county aforeſaid, to a certain place called Sarrett's Green, in the ſame county, and did then and there receive payment of the duty by reaſon thereof due and payable for the ſaid laſt-mentioned horſes, by virtue of the ſaid act of parliament, of and from the ſaid P. R.; yet the ſaid defendant did not by himſelf, or his ſervant or ſervants, at the ſame time he received payment of the ſaid duty for the ſaid laſt-mentioned horſes as aforeſaid, or at any other time whatſoever, deliver or cauſe to be delivered to the ſaid P. R. any ſtamp-office ticket filled up with the name of him the ſaid defendant's ſign or houſe, but wholly neglected and omitted ſo to do, contrary to the form of the ſtatute in ſuch caſe made and provided.

vided, whereupon by force of the ſtatute in ſuch caſe made and provided, and alſo by force and virtue of the premiſes, there accrued to our ſaid lord the king and the ſaid plaintiff, who ſues as aforeſaid, to demand and have of and from the ſaid defendant for his ſaid laſt mentioned offence, other ten pounds, further parcel of the ſaid ſum of one hundred and ninety-four pounds above demanded.

And alſo, for that the ſaid defendant afterwards, and after the firſt day of Auguſt, A. D. 1785, and within ſix calendar months next before the exhibiting the bill of the ſaid plaintiff, to wit, on the ſaid fifteenth day of January, in the ſaid year of Our Lord 1789, at, &c. aforeſaid, he the ſaid defendant being then and there, according to the form of the ſaid act of parliament, duly licenſed to let out horſes for hire, for the purpoſe of travelling poſt by the ſtage, did let by the ſtage to a certain traveller, to wit, to the ſaid P. R. to and for him divers, to wit, two other horſes to be uſed in travelling poſt by the ſtage, that is to ſay, from W. aforeſaid, in the county aforeſaid, to a certain place called King's Langley, in the ſame county; and did then and there, to wit, at W. aforeſaid, inſert in a certain other ticket, by the ſaid act directed to be iſſued to ſuch traveller, and by the ſaid defendant then and there delivered to the ſaid P. R. the name of Sarret Green, for the place to which the ſaid laſt mentioned horſes were to go, being the name of another place than the place to which the ſaid laſt mentioned horſes were actually hired to go as aforeſaid, contrary to the form of the ſtatute in ſuch caſe made and provided; whereupon by force of the ſtatute in ſuch caſe made and provided, and alſo by force and virtue of the premiſes, there accrued to our ſaid lord the king and the ſaid plaintiff, who ſues as aforeſaid, to demand and have of and from the ſaid defendant for his ſaid laſt-mentioned offence, other ten pounds, further parcel of the ſaid ſum of ſeven hundred and ninety-four pounds above demanded.

For [illegible] the ſtage, [illegible] that is to the [illegible] hired [illegible] £ 17[illegible]

In [illegible] ticket [illegible] leſs [illegible] [illegible]

And alſo, for that whereas the ſaid defendant afterwards, and after the firſt day of Auguſt, A. D. 1785, and within ſix calendar months next before the exhibiting the bill of the ſaid plaintiff, to wit, on the ſaid fifteenth day of January, in the ſaid year of Our Lord 1789, at, &c. aforeſaid, he the ſaid defendant being then and there, according to the form of the ſaid act of parliament, duly licenſed to let out horſes for hire, for the purpoſe of travelling poſt by the mile, did let by the mile to a certain traveller, to wit, to the ſaid P. R. to and for hire divers, to wit, two horſes to be uſed in travelling poſt by the mile, that is to ſay, from W. aforeſaid, in the county aforeſaid, to a certain place called King's Langley, in the ſame county, and did then and there charge the ſaid P. R. nine miles for the ſame; yet the ſaid defendant did then and there on a certain other ticket, by the ſaid act directed to be iſſued to ſuch traveller, and by the ſaid defendant then and there delivered to the ſaid P. R. fill up a leſs number of miles than the number ſo charged to the ſaid P. R. that is to ſay, ſix miles and no more, contrary

contrary to the form of the ſtatute in ſuch caſe made and provided whereby and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to our ſaid lord the king and the ſaid plaintiff, who ſues as aforeſaid, to demand and have of and from the ſaid defendant other ten pounds, further parcel of the ſaid ſum of ſeven hundred and ninety-four pounds above demanded.

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And alſo, for that whereas the ſaid defendant afterwards, and after the firſt day of Auguſt, A. D. 1785, and within the ſix calendar months next before the exhibiting of the bill of the ſaid plaintiff, to wit, on the ſaid thirtieth day of January, in the ſaid year of Our Lord 1789, at, &c. aforeſaid, he the ſaid defendant being then and there, according to the form of the ſaid act of parliament, duly licenſed to let out horſes to hire for the purpoſe of travelling poſt by the mile, did let by the mile to a certain traveller to and for hire divers, to wit, two other horſes to be uſed in travelling poſt by the mile, that is to ſay, from W. aforeſaid, in the county aforeſaid, to a certain place called Two Waters, in the ſame county, and did then and there receive payment of the duty by reaſon thereof due and payable for the ſaid laſt-mentioned horſes by virtue of the ſaid act, and deliver or cauſe to be delivered to the ſaid laſt mentioned traveller, at the ſame time he the ſaid defendant received payment of the ſaid laſt mentioned duty, a certain poſting ticket; yet the ſaid defendant did then and there date the ſaid laſt-mentioned ticket in another and different manner than as the ſame was at the time of the delivery thereof as aforeſaid entered into the weekly account of him the ſaid defendant, by the ſaid act directed to be kept, that is to ſay, did then and there date the ſaid laſt-mentioned ticket the thirtieth day of January 1788, whereas the ſaid laſt-mentioned ticket at the time of the delivery thereof as aforeſaid, was entered in the weekly account of him the ſaid defendant, by the ſaid act directed to be kept, as of the thirty-firſt day of January 1789, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to our ſaid lord the king and the ſaid plaintiff, who ſues as aforeſaid, to demand and have of and from the ſaid defendant for his ſaid laſt-mentioned offence forty ſhillings, further parcel of the ſaid ſum of ſeven hundred and ninety-four pounds above demanded.

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And alſo, for that whereas the ſaid defendant afterwards, and after the firſt day of Auguſt, A. D. 1785, and within ſix calendar months next before the exhibiting the ſaid bill of the ſaid plaintiff, to wit, on the fifteenth day of January, A. D. 1789, &c. aforeſaid, in the county of Herts, he the ſaid defendant then and there and continually from thenceforth hitherto being duly licenſed, according to the form of the ſaid act of parliament, to let horſes for hire for the purpoſe of travelling poſt by the mile, did let by the mile to the ſaid P. R. to and for hire divers, to wit,

two

other horſes to be uſed, and which were then and there uſed in travelling poſt by the mile, that is to ſay, from W. aforeſaid, in the ſaid county of Herts, to a certain place called King's-Langley, in the ſaid county, being the diſtance of divers, to wit, nine miles, and did then and there receive payment of a large ſum of money, to wit, the ſum of two ſhillings and threepence, as and for the duty by reaſon thereof due and payable for the ſaid laſt-mentioned horſes, by virtue of the ſaid act, and impoſed thereby; yet the ſaid defendant afterwards, to wit, on the eighteenth day of January, in the year laſt aforeſaid, at W. aforeſaid, in the ſaid county of H. with an intent to defraud his majeſty of part of the ſaid laſt-mentioned duty, to wit, of the ſum of ninepence, parcel thereof, did make and ſign a certain account, purporting to be the ſtamp-office weekly account required by the ſaid act to be made, and including the ſaid day of the ſaid laſt-mentioned hiring, which ſame account was falſe in this, that the ſaid defendant thereby charged himſelf with the receipt of one ſhilling and ſixpence, and no more, in reſpect of the duty upon the ſaid laſt-mentioned hiring, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to our ſaid lord the king and the ſaid plaintiff, who ſues as aforeſaid, to demand and have of and from the ſaid defendant for his ſaid laſt-mentioned offence, other fifty pounds, further parcel of the ſaid ſum of ſeven hundred and ninety-four pounds above demanded.

In making falſe account as to the number of horſes, &c. the ſame ſuch.

And alſo, for that whereas the ſaid defendant afterwards, and after the firſt day of Auguſt, A. D. 1785, and within ſix months next before the exhibiting the bill of the ſaid plaintiff, to wit, on the fifteenth day of January, A. D. 1789, at, &c. aforeſaid, in the ſaid county of H. he the ſaid defendant then and there, and continually from thence forth hitherto, being duly licenſed, according to the form of the ſaid act of parliament paſſed in the twenty-fifth year of his preſent majeſty's reign, to let out horſes to hire for the purpoſe of travelling poſt by the mile, did let by the mile to the ſaid P. R. to and for hire divers, to wit, two other horſes to be uſed, and which were then and there uſed in travelling poſt by the mile, that is to ſay, from a certain place called Sarret's Green, in the ſaid county of H. to a certain other place called King's Langley, in the ſaid county, and did then and there receive payment of a large ſum of money, to wit, the ſum of ninepence, as and for the duty by reaſon thereof due and payable for the ſaid laſt-mentioned horſes, by virtue of the ſaid laſt-mentioned act, and impoſed thereby; yet the ſaid defendant afterwards, to wit, on the eighteenth day of January, A. D. 1789, at, &c. aforeſaid, in the ſaid county of H. with an intent to defraud the ſaid plaintiff of the ſaid laſt-mentioned duty, he the ſaid plaintiff being then and there ſuch farmer and collector as aforeſaid, did make and ſign a certain other account, purporting to be the ſtamp-office weekly account required by the ſaid act, made in the twenty-

fifth

fifth year of his preſent majeſty's reign, to be made and included in the ſaid day of the ſaid laſt-mentioned hiring, which ſaid laſt-mentioned account was falſe in this, that the number of horſes uſed as aforeſaid, under the ſaid laſt-mentioned hiring, was not inſerted therein, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſtatute in ſuch caſe made and provided; an action hath accrued to our ſaid lord the king and the ſaid plaintiff, who ſues as aforeſaid, to demand and have of and from the ſaid defendant, for his ſaid laſt-mentioned offence, other fifty pounds, further parcel of the ſaid ſum of ſeven hundred and ninety-four pounds above demanded.

Declaration in debt for publiſhing and expoſing to ſale a publication called Truſler's Chronology, without conſent of the proprietor, contrary to the ſtatute.

LONDON, to wit. John Truſler, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of John Murray being, &c. of a plea that he render to our ſovereign lord the king and to him the ſaid plaintiff, who ſues as aforeſaid, the ſum of fifty pounds of lawful money, &c. which he owes to and unjuſtly detains from them: For that whereas in the day of in the year of Our Lord 1788, at, &c. the ſaid plaintiff was, and from thence hitherto hath been, and ſtill is the author and proprietor of a certain book entitled Truſler's Chronology; and being ſuch author and proprietor of the ſaid book as aforeſaid, he the ſaid plaintiff, on the ſame day and year aforeſaid, at, &c. aforeſaid, did enter his title to the copy of ſuch book in the regiſter book of the company of Stationers, according to the form of the ſtatute in ſuch caſe made and provided, and afterwards, to wit, on, &c. aforeſaid, at, &c. aforeſaid, did publiſh the ſame; yet the ſaid defendant, well knowing the premiſes, but not regarding the ſtatute, &c. nor fearing the penalties therein contained, within fourteen years next after ſuch publication as aforeſaid, and alſo within three months next before the exhibiting of the bill of the ſaid plaintiff, who ſues as aforeſaid, againſt the ſaid defendant, to wit, on the day of , in the year of Our Lord 1788, at, &c. aforeſaid, without the conſent of the ſaid plaintiff firſt had and obtained in writing, ſigned in the preſence of two or more credible witneſſes, did publiſh and cauſe to be publiſhed divers, to wit, three hundred books, entitled, The Hiſtorian's Pocket Dictionary, ſimilar to and in ſubſtance reſembling the ſaid book of the ſaid plaintiff, which ſaid book ſo publiſhed and cauſed to be publiſhed by the ſaid defendant as aforeſaid, had been theretofore printed and cauſed to be printed without ſuch conſent of the ſaid plaintiff firſt had and obtained as aforeſaid; and the ſaid defendant, well knowing that the ſame had been ſo printed as aforeſaid, and that ſaid laſt-mentioned books were then and there found publiſhed in the cuſtody of the ſaid defendant, and then and there conſiſted of divers, to wit, ſix hundred ſheets, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid plaintiff, who ſues as aforeſaid, to demand and have as well for our ſaid ſovereign

vereign lord the king as for himſelf in this behalf, of and from the ſaid defendant, the ſum of twenty five pounds, being one penny for every ſheet of the ſaid book ſo publiſhed and cauſed to be publiſhed as aforeſaid, parcel of the ſaid ſum of fifty pounds above demanded: And whereas on the ſaid day of , in the year of Our Lord 1782 aforeſaid, at, &c. aforeſaid, the ſaid plaintiff was, and from thence hitherto hath been, and ſtill is the author and proprietor of a certain other book entitled Trufler's Chronology, and being ſuch author and proprietor of the ſaid laſt-mentioned book as aforeſaid, he the ſaid plaintiff, on, &c. laſt aforeſaid, at, &c. aforeſaid, did enter his title to the copy of ſuch laſt-mentioned book, in the regiſter book of the company of Stationers, according to the form of the ſtatute, &c.; and afterwards, to wit, on, &c. laſt aforeſaid, &c. aforeſaid, did publiſh the ſame; yet the ſaid defendant, well knowing the premiſes laſt aforeſaid, but not regarding the ſtatute, &c. nor fearing the penalties therein contained, within fourteen years next after ſuch publication as laſt aforeſaid, and alſo within three months next before the exhibiting of the bill, &c. to wit, on the ſaid day of , in the year of Our Lord 1788 aforeſaid, &c. aforeſaid, without the conſent of the ſaid plaintiff firſt had and obtained in writing, ſigned in the preſence of two or more credible witneſſes, did expoſe to ſale, and cauſed to be expoſed to ſale, divers, to wit, three hundred books, entitled, The Hiſtorical Pocket Dictionary, ſimilar to and in ſubſtance reſembling the ſaid book of the ſaid plaintiff, which ſaid laſt mentioned books ſo expoſed to ſale, and cauſed to be expoſed to ſale by the ſaid defendant as aforeſaid, had been theretofore printed and cauſed to be printed without ſuch conſent of the ſaid plaintiff firſt had and obtained as aforeſaid, and the ſaid defendant then and there well knowing that the ſame had been ſo printed as aforeſaid, and which ſaid laſt-mentioned books were then and there found expoſed to ſale in the cuſtody of the ſaid defendant, and then and there conſiſted of divers, to wit, ſix hundred ſheets, contrary to the form of the ſtatute, &c.; whereby and by force of the ſaid ſtatute an action hath accrued, &c. &c. [as in the firſt Count] the ſum of twenty-five pounds, being one penny for every ſheet of the ſaid laſt-mentioned books ſo expoſed to ſale, and cauſed to be expoſed to ſale as aforeſaid, reſidue of the ſum of fifty pounds above demanded; yet the ſaid defendant, although often requeſted, &c. hath not rendered the ſaid ſum of fifty pounds above demanded, or any part thereof, to our ſaid ſovereign lord the king and the ſaid plaintiff, who ſues as aforeſaid, or to either of them, but to render the ſame or any part thereof to them or either of them, he the ſaid defendant hath hitherto wholly refuſed, and ſtill refuſes ſo to do, to the damage of the ſaid plaintiff, who ſues as aforeſaid, of ten pounds; and therefore as well for our ſovereign lord the king as for himſelf in this behalf, he brings ſuit, &c. Pledges, &c. 2d Count.

Drawn by MR. TIDD.

AND

Declaration in debt for a penalty under the post-office act, against a common carrier, for conveying *letters* for hire and reward, contrary to the statute.

AND the said Joseph, who sues as aforesaid, further says, that after the making of the said act of the said ninth year of the said late queen, to wit, on the said first day of June, in the said *anno domini* 1711, mentioned in the said act, such general letter, office, and post-office, as in the said act is mentioned, was erected and established in a convenient place in the city of London, for the purposes in the said act mentioned, and from thence hitherto there hath been and still is from time to time appointed, made, and constituted such post-master general, in manner and for the purposes in the said act mentioned: And the said Joseph, who sues as aforesaid, further says, that the said Thomas, on the fourteenth day of November, A. D 1761, was, and from thence hitherto has been, and still is a common carrier, and as such hath been during all that time used and accustomed to carry goods from Preston, in the county of Lancaster aforesaid, to Wiggan in the same county, and from Wiggan aforesaid to Preston aforesaid for hire and reward, and that the said Thomas, so being such common carrier as aforesaid, not regarding the statute in such case made and provided, nor fearing the penalties therein contained, did, after the said first day of June A. D. 1740 aforesaid, to wit, on the said fourteenth day of November A. D. 1761, at Preston aforesaid, in the county of Lancaster aforesaid, presume to receive, and did receive of and from Henry Foster a letter directed to one John Rowbottom in Wiggan aforesaid, to be by him the said Thomas conveyed and carried from Preston aforesaid to Wiggan aforesaid, and there, to wit, at Wiggan aforesaid, to be delivered to the said John Rowbottom for hire and reward, then paid by the said Henry Foster to the said Thomas for the carriage thereof and delivery then and there, to wit, on the same day and year last aforesaid, to convey and carry the said letter from Preston aforesaid to Wiggan aforesaid, and there, to wit, at Wiggan aforesaid, did deliver the said letter to the said John Rowbottom, and the same letter not being a letter that did concern any goods in his cart or waggon, and on his packhorse, and the said letter not being a letter that is excepted by and within the meaning of any exception in the said act, so as the said Thomas might legally carry the same, but the said letter then and there being such a letter as the said Thomas could not carry in manner aforesaid, or otherwise without offending against the said act, and he the said Thomas not being a person qualified, according to the tenor of the said act, to carry such letters, contrary to the tenor and effect of the said statute in such case made and provided; whereby and by force of the statute in such case made and provided, the said Thomas forfeited for his said offence the sum of five pounds of lawful, [illegible] and whereby and by force of the said statute an action hath accrued to the said Joseph, who sues as aforesaid, to demand and have [illegible] from the said Thomas, for our sovereign lord the lord the [illegible] king and for himself, the said Joseph, the sum of five pounds, part of the said sum of pounds above demanded.

HUNTINGDONSHIRE,

Against a bailiff for taking goods under a fieri facias, which had been diſtrained by the plaintiff.

8. Ann, c. 14.

HUNTINGDONSHIRE. to wit. R. N. late of, &c. and A. F. late of, &c. to anſwer T. M clerk, in a plea of treſpaſs on the caſe, &c.; and thereupon the ſaid T. by J. B. his attorney, complains: For that whereas one F. B. for a long time, to wit, for the ſpace of four years next before and ended on the fifth of April 1762, being the feaſt-day of the Annunciation of the Bleſſed Virgin Mary in the ſame year, according to the old ſtyle and computation of time uſed within this kingdom, and from thence until and at the time of the committing the grievance by the ſaid R. and A. hereinafter next mentioned, held, occupied, and enjoyed divers, to wit, ſeventy-one acres of land, with the appurtenances of the ſaid T. lying and being at Elton, in the ſaid county of Huntingdonſhire, under demiſe thereof theretofore made to the ſaid F. B. by the ſaid T. at the yearly rent of twenty-five pounds five ſhillings of, &c. payable to the ſaid T. by the ſaid F. half-yearly, to wit, at the feaſt of St. Michael the Archangel, and the Annunciation of the Bleſſed Virgin Mary, according to the old ſtyle, by even and equal portions, and during all the time aforeſaid held the ſame of the ſaid T. by virtue of the ſaid demiſe, as his tenant thereof at the rent aforeſaid, payable as aforeſaid: And the ſaid T. further ſays, that eighty-eight pounds ſeventeen ſhillings and ſixpence of the ſaid rent due and payable by the ſaid F. to the ſaid T. for three years and a half of the ſaid term ended at the ſaid feaſt of the Annunciation of the Bleſſed Virgin, in, &c. 1762 aforeſaid, according to the ſaid old ſtyle at that feaſt, and alſo at the time of committing of the grievance hereafter mentioned, were in arrear and unpaid from the ſaid F. to the ſaid T. and the ſaid eighty-eight pounds ſeventeen ſhillings and ſixpence of the ſaid rent ſo being in arrear and unpaid to the ſaid T. as aforeſaid, he the ſaid T. afterwards, on the fifteenth of July 1762, at E. aforeſaid, in the county of H. aforeſaid, during the ſaid F.'s poſſeſſion of the ſaid demiſed premiſes, by virtue of the ſaid demiſe, took and diſtrained in and upon the ſaid demiſed premiſes, with the appurtenances, certain growing corn, to wit, wheat and barley, oats, peas, and beans of the ſaid F. of the value of one hundred pounds, then and there growing and ſtanding in and upon the ſaid demiſed premiſes, with the appurtenances, for and in the name of a diſtreſs for the ſaid arrears of rent ſo then due, owing, and in arrear from the ſaid F. to the ſaid T. and then and there gave notice thereof to the ſaid F. and the ſaid T. would have cut down, appraiſed, take away, and ſold the ſame when ripe and fit for being cut down, according to the form and directions of the ſtatute, &c. in caſe the ſaid arrears of rent had not in the mean time been paid to the ſaid T. and which ſaid arrear of rent, or any part thereof, have not nor hath been yet paid to him; yet the ſaid R. and A well knowing all and ſingular the premiſes aforeſaid, but contriving and fraudulently intending to deceive and defraud the ſaid T. in this behalf, and to deprive him of the benefit of the ſaid diſtreſs, afterwards and whilſt the ſaid corn and grain ſo remained and continued ſtanding and growing in and upon the ſaid demiſed

demiſed premiſes with the appurtenances under the ſaid diſtreſs, to wit, on the firſt day of Auguſt 1762, at E. aforeſaid, in the ſaid county of Huntingdonſhire, under colour and pretence of a certain writ of our lord the now king of *fieri facias* before then ſued and proſecuted by the ſaid A. out of the ſaid court of our lord the now king of the bench againſt the ſaid F. B. directed to the then ſheriff of the county of H. for the levying of the goods and chattels of the ſaid F. B. in the bailiwick of the ſaid ſheriff, a certain debt of four hundred pounds and eighty pounds, and of one hundred pounds for damage by reaſon of the detaining of that debt thereby ſuppoſed and alledged to have been recovered in the ſaid, &c. by the ſaid A. againſt the ſaid T. of a certain warrant of R. C. eſquire, then ſheriff of the county of H. made by the ſaid then ſheriff upon the ſaid writ, and for the execution thereof, directed to the bailiff of the liberty of N. in the county of H and delivered to the ſaid R. who then and long before was, and from thence hitherto hath been, and ſtill is bailiff of the ſaid hundred for execution, wrongfully, unjuſtly, unlawfully, and injuriouſly ſeized, cut down, took, and carried away all the ſaid corn ſo growing upon the ſaid demiſed premiſes, and ſo being under the ſaid diſtreſs for the ſaid arrear of rent as and for the goods and chattels of the ſaid F. and ſold the ſame in ſatisfaction of the ſaid ſuppoſed debt and damages, and thereby wholly defeated the ſaid diſtreſs, and prevented the ſaid T. from cutting down, appraiſing, and ſelling the ſaid corn, and every part thereof, under the ſaid diſtreſs, and whereby the ſaid T. then loſt the whole benefit and advantage of his ſaid diſtreſs, and the means of recovering and obtaining his ſaid arrear of rent, to wit, at E. aforeſaid: And whereas the ſaid F. B. for a long time, to wit, for the ſpace of four years next before and ended on the ſaid fifth of April 1762, being the feaſt day of the Annunciation of the Bleſſed Virgin Mary in the ſame year, according to the ſaid old ſtyle, and from thence and at the time of committing the grievance by the ſaid R. and A. hereinafter next mentioned, held, occupied, and enjoyed divers, to wit, fifty-three acres of land, with the appurtenances of the ſaid T. lying and being at E. aforeſaid, in the county of H. under demiſe thereof theretofore made to the ſaid F. B. by the ſaid , at the yearly rent of ſeventeen pounds of, &c. payable to the ſaid T. by the ſaid F. half-yearly, to wit, at the feaſt of St. Michael the Archangel, and the Annunciation of the Bleſſed Virgin Mary, according to the ſaid old ſtyle, by even and equal portions, and during all that time held the ſame of the ſaid T. by virtue of the ſaid laſt-mentioned demiſe, as his tenant thereof, at the rent laſt aforeſaid, payable as laſt aforeſaid: And whereas alſo the ſaid F. B. for the ſpace of one year and the half of another year next before and ended on the Feaſt of the Annunciation of the Bleſſed Virgin Mary, in the ſaid year 1762, according to the ſaid old ſtyle, and from thence until and at the time of committing the grievance hereafter next mentioned, occupied, and enjoyed divers, to wit, eighteen acres of other la-

Count, for year and a being in ar- for 53 acres, at 17l. 5 18 of other at 8l. 5s.

with the appurtenances of the ſaid T. lying and being at E. aforeſaid, in the county aforeſaid, under a demiſe thereof theretofore made by the ſaid T. to the ſaid F. at the yearly rent of eight pounds five ſhillings, payable to the ſaid T. by the ſaid F. at the ſaid feaſt above-mentioned, by even and equal portions, during all that time held the ſame of the ſaid T. as his tenant thereof, at the rent laſt aforeſaid, payable as laſt aforeſaid: And the ſaid T. further ſays, that ſeventy-ſix pounds ten ſhillings of the rent of
for four years and a half of the ſaid term, and twelve pounds ſeven ſhillings and ſixpence of the ſaid rent of eight pounds five ſhillings for one year and a half of the other term, ended on the ſaid feaſt of the Annunciation of the Bleſſed Virgin Mary 1762 aforeſaid, according to the ſaid old ſtyle at that feaſt, and alſo at the time of the committing of the grievances hereafter next mentioned were in arrear and unpaid from the ſaid F. to the ſaid T. in the whole amounting to the ſum of eighty-eight pounds ſeventeen ſhillings and ſixpence, and the ſame being ſo in arrear and unpaid, he the ſaid T. afterwards, on the fifteenth of July 1762, at E. aforeſaid, in the ſaid county of H. during the ſaid F.'s poſſeſſion of the ſaid laſt-mentioned ſeveral and reſpective demiſed premiſes, by virtue of the ſaid ſeveral and reſpective demiſes, took and diſtrained in and upon the ſaid laſt-mentioned ſeveral demiſed premiſes, with the appurtenances, to wit, on the ſaid fifty-three acres of land, certain wheat, barley, oats, peas, and beans of the ſaid F. of the value of eighty pounds, then growing, ſtanding, and being thereon, for and in the name of a diſtreſs for the ſaid ſeventy-ſix pounds ten ſhillings, and in the ſaid eighteen acres of land, certain other wheat, barley, oats, peas, and beans of the ſaid F. of the value of twenty pounds, then ſtanding, growing, and being thereon, for and in the name of a diſtreſs for the ſaid twelve pounds ſeven ſhillings and ſixpence, being the ſaid arrear of rent reſpectively then due, owing, and in arrear from the ſaid F. to the ſaid T. amounting in the whole to the ſum of eighty-eight pounds ſeventeen ſhillings and ſixpence, and the ſaid T. then and there gave notice to the ſaid F. and the ſaid T. would have cut down, appraiſed, taken away, and ſold the ſame reſpectively in and towards ſatisfaction of the ſaid laſt-mentioned arrears of rent reſpectively, according to the form and direction of the ſtatute, &c. when ripe and fit for being cut down, in caſe the ſaid reſpective laſt-mentioned arrears of rent had not been reſpectively in the mean time paid to the ſaid T. and which ſaid reſpective laſt-mentioned arrears of rent have not, nor hath any part thereof been yet hitherto paid to him, yet the ſaid R. and A. well knowing all and ſingular the premiſes laſt aforeſaid, but contriving and fraudulently intending to deceive and defraud the ſaid T. in this behalf, and to deprive him of the benefit of the ſaid laſt-mentioned reſpective diſtreſs, afterwards, and while the ſaid corn and grain ſo reſpectively remained and continued ſtanding and growing in and upon the ſaid laſt-mentioned reſpective premiſes, with the appurtenances, under the ſaid reſpective laſt-mentioned diſtreſſes, to wit, on the ſaid firſt of Auguſt 1762,

at

at E. aforeſaid, in the ſaid county of H. under colour and pretence of a certain writ of our lord the now king of *fieri facias* before then ſued and proſecuted by the ſaid A. out of the ſaid court of our lord the now king of the bench here againſt the ſaid F. B. directed to the then ſheriff of the ſaid county of H for the levying of the goods and chattels of the ſaid F. B. in the bailiwick of the ſaid ſheriff, a certain other debt of four hundred and eighty pounds, and of one hundred pounds for damages, by reaſon of detaining of that debt ſuppoſed and alledged to have been recovered in the ſaid court by the ſaid A. againſt the ſaid F. and of a certain other warrant of the ſaid R. C. then ſheriff of the county of H. aforeſaid, made by the ſaid then ſheriff upon the ſaid laſt-mentioned writ, and for the execution thereof directed to the ſaid bailiff of the ſaid liberty of N. in the county of H. and delivered to the ſaid R. who then and long before was, and from thence hitherto hath been, and ſtill is bailiff of the ſaid hundred, for execution, wrongfully, unjuſtly, unlawfully, and injuriouſly ſeized, cut down, took, and carried away all the ſaid laſt-mentioned reſpective corn ſo growing upon the ſaid laſt-mentioned ſeveral and reſpective premiſes, with the appurtenances, and ſo being under the ſaid reſpective laſt-mentioned diſtreſſes for the ſaid laſt-mentioned ſeveral arrears of rent as and for the goods and chattels of the ſaid F. and ſold the ſame towards ſatisfaction of the ſaid ſuppoſed debt, and thereby wholly defeated the ſaid laſt-mentioned reſpective diſtreſſes, and preventing the ſaid T. from cutting down, appraiſing, and ſelling the ſaid corn, and every part thereof, under the ſaid laſt-mentioned reſpective diſtreſſes, and whereby the ſaid T. loſt the whole benefit and advantage of his ſaid laſt-mentioned reſpective diſtreſſes, and the means of recovering and obtaining his ſaid laſt-mentioned reſpective arrears of rent, to wit, at E. aforeſaid: And whereas the ſaid F. B. for the ſpace of one year and the half of another year next before and ended on the feaſt of the Annunciation of the Bleſſed Virgin Mary, 1762 aforeſaid, according to the ſaid old ſtyle, from thence until and at the time of committing the grievance by the ſaid R. and A. hereinafter next mentioned, held, occupied, and enjoyed divers, to wit, ſeventy-one acres of land, with the appurtenances, of the ſaid T. lying and being at E. aforeſaid, in the county of H. under a demiſe thereof theretofore made to the ſaid F. B. by the ſaid T. at the yearly rent of twenty-five pounds five ſhillings of, &c. payable to the ſaid T. by the ſaid F. at the feaſt of the Annunciation of the Bleſſed Virgin Mary and St. Michael the Archangel, according to the ſaid old ſtyle, by even and equal portions, and during all that time held the ſame of the ſaid T. by virtue of the ſaid laſt-mentioned demiſe, as his tenant thereof, at the rent laſt aforeſaid, payable as laſt aforeſaid: And the ſaid T. furth[er] ſaith, that [thir]ty-ſeven pounds ſeventeen ſhillings and ſixpence [the] [laſt] mentioned rent became due and payable from the [ ] to the ſaid T. for the ſaid one year and the half of another ye[ar] the ſaid laſt-mentioned demiſed premiſes, ended on the feaſt [of] Annunciation of the Bleſſed Virgin Mary, in the year laſt af[ore]ſa[id]

Count, on demiſe.

ſaid, according to the ſaid old ſtyle of that feaſt, and alſo at the time of the committing of the grievance hereafter next mentioned, were in arrear and unpaid to the ſaid T. from the ſaid F. and the ſame ſo being in arrear and unpaid to the ſaid T. as aforeſaid, he the ſaid T. afterwards, on the fifteenth of July 1762, at E. aforeſaid, in the county of H. and during the ſaid F.'s poſſeſſion of the ſaid laſt-mentioned demiſed premiſes, by virtue of the ſaid laſt-mentioned demiſe, took and diſtrained in and upon the ſaid laſt-mentioned demiſed premiſes, with the appurtenances, certain growing corn, to wit, wheat, barley, beans, peas, and oats of the ſaid F. of the value of ſixty pounds, then growing and being in and upon the ſaid laſt-mentioned demiſed premiſes, with the appurtenances, for and in the name of a diſtreſs for the ſaid laſt-mentioned arrear of rent ſo then due, owing, and in arrear from the ſaid F. to the ſaid T. and the ſaid T. then and there gave notice thereof to the ſaid F. and the ſaid T. would have cut down, appraiſed, taken, carried away, and ſold the ſame when ripe and fit for being cut down, in and towards ſatisfaction of the ſaid laſt-mentioned arrears of rent, according to the form and direction of the ſtatute, &c. in caſe the ſaid laſt-mentioned arrears of rent had not been in the mean time paid and ſatisfied to the ſaid T. and which ſaid laſt-mentioned arrears of rent have not nor hath any part thereof yet been paid or ſatisfied to the ſaid T.; yet the ſaid R. and A. well knowing all and ſingular the premiſes laſt aforeſaid, but contriving and fraudulently intending to deceive and defraud the ſaid T. in this behalf, and to defeat him of his ſaid laſt-mentioned diſtreſs, afterwards, and while the ſaid laſt-mentioned corn and grain ſo remained and continued diſtrained ſtanding in and upon the ſaid laſt-mentioned premiſes, to wit, on the ſaid firſt of Auguſt 1762 aforeſaid, at E. aforeſaid, under colour and pretence of a certain other writ of our lord the now king of *fi. fa.* before then ſued and proſecuted by the ſaid A. out of the ſaid court of our lord the now king of the bench, againſt the ſaid F. B. directed to the ſaid then ſheriff of the ſaid county of H. for the levying of the ſaid goods and chattels of the ſaid F. B. in the bailiwick of the ſaid then ſheriff, a certain other debt of four hundred and eighty pounds and of one hundred pounds for damages by reaſon of the detaining of that debt thereby ſuppoſed and alledged to have been recovered in the ſaid court by the ſaid A. againſt the ſaid F. and of a certain other warrant of the ſaid R. C. then ſheriff of the county of H. aforeſaid, made by the ſaid then ſheriff upon the ſaid laſt-mentioned writ, and for the execution thereof, directed to the bailiff of the ſaid liberty of N. in the county of H. and delivered to the ſaid Robert, who then and long before was, and from thence hitherto hath been, and ſtill is bailiff of the ſaid hundred, from execution, wrongfully, unjuſtly, unlawfully, and injuriouſly ſeized, cut down, took, and carried away all the ſaid corn ſo growing upon the ſaid laſt-mentioned demiſed premiſes, and ſo being under the ſaid laſt-mentioned diſtreſs for the ſaid laſt-mentioned arrears of rent, as and for the goods and chattels of the ſaid F. and ſold the ſame towards ſatisfaction

faction of the ſaid ſuppoſed debt and damages, and thereby wholly defeated the ſaid laſt-mentioned diſtreſs and prevented the ſaid T. from cutting down, appraiſing, and ſelling the ſame under the ſaid laſt-mentioned diſtreſs; whereby the ſaid T. then took the whole benefit and advantage of his ſaid laſt-mentioned diſtreſs, and the means of recovering and obtaining his ſaid laſt-mentioned arrears of rent, to wit, at E. aforeſaid: And whereas the ſaid T. on the fifteenth of July 1762 aforeſaid, at E. aforeſaid, duly diſtrained in and upon certain other lands, to wit, ſeventy-one acres of other land of the ſaid T. then in the tenure and poſſeſſion of the ſaid F. as tenant thereof to the ſaid T. and lying and being at F. aforeſaid, certain other corn, to wit, wheat, barley, peas, beans, and oats of the ſaid F. of the value of one hundred pounds, then ſtanding and growing in the ſaid laſt-mentioned lands, for certain arrears of rent, to wit, for other eighty-eight pounds ſeventeen ſhillings and ſixpence, then being in arrear and unpaid from the ſaid H. to the ſaid T. for the rent of the ſaid laſt-mentioned lands, and would have cut down, appraiſed, taken, carried away, and ſold the ſame when ripe and fit for cutting down, in and towards ſatisfaction of the ſaid laſt-mentioned arrears of rent, in caſe the ſame had not in the mean time been paid to the ſaid T. and which ſaid laſt-mentioned arrears had not nor hath any part thereof yet been paid to the ſaid T.; yet the ſaid R. and A. well knowing the premiſes laſt aforeſaid, but contriving and fraudulently intending to deceive and defraud the ſaid T. in this behalf, and to deprive him of the benefit of the ſaid laſt-mentioned diſtreſs, afterwards, and while the ſaid corn ſo remained and continued ſtanding and growing in and upon the ſaid laſt-mentioned demiſed premiſes, with the appurtenances, under the ſaid laſt-mentioned diſtreſs, to wit, on the ſaid firſt of Auguſt 1762 aforeſaid, at E. aforeſaid, under colour and pretence of a certain other writ of our lord the now king of *fi. fa.* ſued and proſecuted by the ſaid A. out of the ſaid court of our ſaid lord the now king of the bench here againſt the ſaid F. directed to the ſaid then ſheriff of the ſaid county of H. for the levying of the ſaid goods and chattels of the ſaid F. B. in the bailiwick of the ſaid ſheriff, a certain other debt of four hundred and eighty pounds and one hundred pounds for damages, by reaſon of detaining of that debt thereby ſuppoſed and alledged to have been recovered in the ſaid court by the ſaid A. againſt the ſaid F. and of a certain other warrant of the ſaid R. C. then ſheriff of the county of H. aforeſaid, made by the ſaid then ſheriff upon the ſaid laſt-mentioned writ, and for the execution thereof, directed to the bailiff of the ſaid liberty of N. in the ſaid county of H. and delivered to the ſaid R. who then and long before was, and from thence hitherto hath been, and ſtill is bailiff of the ſaid hundred, for the execution [illegible] wrongfully, unjuſtly, unlawfully, and injuriouſly ſeized, c[illegible]wn, [illegible] carried away all the ſaid corn ſo growing upon [illegible]aid [illegible]ntioned demiſed premiſes, and ſo being under the ſaid laſt-[illegible]oned diſtreſs for the ſaid laſt-mentioned arrears of rent a[illegible]nd [illegible] goods and chattels of the ſaid F. and ſold the ſame tow[illegible]s

ſatisfaction of the ſaid ſuppoſed debt and damages, and thereby wholly defeated the ſaid laſt-mentioned diſtreſs, and prevented the ſaid T. from cutting down, appraiſing, and ſelling the ſame under the ſaid laſt mentioned diſtreſs, whereby the ſaid T. then loſt the whole benefit and advantage of his ſaid laſt-mentioned diſtreſs, and the means of recovering and obtaining his ſaid laſt-mentioned arrears of rent, to wit, at E. aforeſaid, to the ſaid T. his damage of one hundred pounds, and therefore, &c.

———, to wit. Who as well for our lord the king as for himſelf in this behalf, complains againſt B. and C. being, &c. of a plea that they render unto our ſaid lord the king and the ſaid A. who ſues as aforeſaid, forty four pounds two ſhillings of lawful, &c. which they owe to our ſaid lord the king and the ſaid A. who ſues as aforeſaid, and unjuſtly detains. For that they the ſaid B. and C. after the twenty ninth day of September 1714, to wit, on the twenty-eighth of July 1763, at Weſtminſter, in the ſaid county of Middleſex, by deceitful ways and means, and by and upon a corrupt bargain and contract made after the twenty-ninth day of September 1714, did take, accept, and receive from one Ann Mahon, widow, the ſum of twelve ſhillings for the forbearing and giving day of payment to the ſaid A. M. of the ſum of eight pounds eight ſhillings before the twenty-eighth day of July, in the ſaid year of Our Lord 1763, and after the ſaid twenty-ninth day of September, in the ſaid year of Our Lord 1714, lent by the ſaid B. and C. to the ſaid A. M. to wit, upon and from the twenty-eighth day of March, in the ſaid year of Our Lord 1763, until the ſaid twenty-eighth day of July, in the ſame year, which ſaid ſum of twelve ſhillings, ſo paid by the ſaid A. M. to the ſaid B. and C. for the forbearing and giving day of payment of the ſaid ſum of eight pounds eight ſhillings to the ſaid A. M. as aforeſaid, exceeds the rate of five pounds for the forbearing of one hundred pounds for a year, contrary to the form of the ſtatute, &c., by reaſon whereof, and by force of that ſtatute, an action hath accrued to our ſaid lord the king and the ſaid A. who ſues as aforeſaid, to demand and have of the ſaid B. and C. twenty five pounds four ſhillings, parcel of the ſaid ſum of forty-four pounds two ſhillings, to wit, the treble value of the ſaid eight pounds eight ſhillings ſo lent by the ſaid B. and C. to the ſaid A. M. as aforeſaid, and alſo that the ſaid B. and C. after the twenty ninth of September 1714, to wit, on the twenty eighth day of January 1765, at Weſtminſter aforeſaid, by deceitful ways and means, and by force, and upon a certain other corrupt bargain and contract made after the twenty-ninth day of September, in the ſaid year of Our Lord 1714, did take, accept, and receive from the ſaid A. M. the ſum of two pounds fourteen ſhillings for the forbearing and giving day of payment to the ſaid A. M. of the ſum of ſix pounds ſix ſhillings before the ſaid twenty-eighth day of January in the ſaid year of Our Lord 1765, and after the ſaid twenty-ninth day of September

1714, lent by the ſaid B. and C. to the ſaid A. M. to wit, upon and from the ſaid twenty-eighth day of July, in the ſaid year of Our Lord 1763, until the ſaid year of Our Lord 1763, which ſaid ſum of two pounds and fourteen ſhillings ſo paid by the ſaid A.M. to the ſaid B. and C. for the forbearing and giving day of payment of the ſaid ſum of ſix pounds and ſix ſhillings to the ſaid A. M. as aforeſaid, exceeds the rate of five pounds for the forbearing of one hundred pounds for one year, contrary to the form, &c.; and by reaſon whereof and by force of that ſtatute an action hath accrued to our ſaid lord the king and the ſaid A. who ſues as aforeſaid, to demand and have of the ſaid B. and C. eighteen pounds and eighteen ſhillings, reſidue of the ſaid forty-four pounds two ſhillings, to wit, the treble value of the ſaid ſum of ſix pounds ſix ſhillings ſo lent by the ſaid B. and C. to the ſaid A. M. as aforeſaid; nevertheleſs the ſaid B. and C. although often requeſted, have not, nor hath either of them rendered to our ſaid lord the king and the ſaid A. who ſues as aforeſaid, the ſaid forty-four pounds two ſhillings, or any part thereof, but have altogether refuſed, and ſtill do refuſe to render the ſame to our ſaid lord the king and the ſaid A. who ſues as aforeſaid; whereby the ſaid A. who ſues as aforeſaid, ſaith that he is injured, and hath damage to the value of forty pounds; and therefore the ſaid A. as well for our ſaid lord the king as for himſelf, brings ſuit, &c. Pledges, &c.

The defendants in this action were pawnbrokers, and on the twenty-eighth of March 1763, lent A. M. 8l. 8s. on her depoſiting a ring of the value of 20l. a regular entry was made in their books of the pawn, and twopence paid for a duplicate, but nothing was ſaid about paying any thing for warehouſe, 30. Geo 2. c. 27. On the 28th of July 1763, A. M. paid off two guineas, and likewiſe diſcharged the uſe of the eight guineas to that time, which defendant computed at 16s. being near 30l. *per cent.* which ſhe complaining of as exceſſive they threw her back 1s. or 1s. 6d. but not being certain that is the reaſon of the declaration charging it only 12s. About the 8th of January 1765, A. M. took up the pawn and paid the remaining 6l. 6s. together with 2l. 14s. which they demanded for the uſe of eighteen months, viz. 6d. per month for every guinea, which is likewiſe at 30l *per cent.* and on this the preſent act on is brought.

SOLOMON Rutti, who ſues as well for our ſaid lord the king as for himſelf in this behalf, proſecutes, complains of Jacob F. Nuns, being in the cuſtody of, &c. of a plea that he renders to his ſaid majeſty and the ſaid Solomon, who as well, &c. three hundred and ſeventy-ſix pounds eight ſhillings and ſixpence which to them he oweth and unjuſtly detains from them: For that whereas after the twenty-ninth of September, A. D. 1714, *i. e.* on the twelfth of Auguſt 1734, at London, in the pariſh of St. James's, Duke's-place, it was corruptly, and againſt the form of the ſtatute in ſuch caſe made and provided, agreed by and between the ſaid Jacob F. N. and Joheſel de Sadia, that the ſaid J. F. N. ſhould [illegible] unto the ſaid J. de S. fifty-ſix pounds, to be paid to him at the [illegible] month then next following, and that the ſaid J. de S. [illegible] pay and give unto the ſaid J. F. N. for the forbearing and giving

giving day of payment of the ſaid fifty-ſix pounds for the time aforeſaid the ſum of ſix pounds; and for ſecuring payment of the ſaid fifty-ſix pounds to the ſaid J. F. N. the ſaid J. de S. ſhould give to the ſaid J. F. N. his promiſſory note, whereby he ſhould promiſe to pay to the ſaid J. F. N. or order, the ſum of fifty-ſix pounds, one month after the date of the ſaid note: And the ſaid Solomon, who ſues as aforeſaid, further ſaith, that in purſuance of the ſaid corrupt agreement he the ſaid J. F. N. afterwards, on the twelfth of Auguſt, in the year aforeſaid, at L. aforeſaid, in the pariſh and ward aforeſaid, lent unto the ſaid J. de S. the ſaid fifty-ſix pounds ſo agreed to be lent to him as aforeſaid by the ſaid Jacob, to be repaid him at the end of one month then next following, and the ſaid Joheſel then and there paid and gave unto the ſaid Jacob for the forbearing and giving day of payment of the ſaid fifty-ſix pounds for the time aforeſaid, the ſum of ſix pounds ſo agreed to be paid as aforeſaid, and for the ſecuring the payment to the ſaid Jacob of the ſaid fifty-ſix pounds ſo lent to the ſaid Joheſel, then and there gave unto the ſaid Jacob his certain promiſſory note, bearing date the ſame day and year, by which he promiſed to pay to the ſaid Jacob, or order, the ſum of fifty-ſix pounds one month after the date of the ſaid note, for value received, which ſaid ſum of ſix pounds ſo paid and given to the ſaid Jacob by the ſaid Joheſel for the forbearing and giving day of payment for the ſaid ſum of fifty-ſix pounds for the time aforeſaid, and which ſaid ſix pounds ſo by him the ſaid Jacob accepted, received, and had of the ſaid Joheſel for the forbearing and giving day of payment of the ſum of fifty-ſix pounds for the time aforeſaid, ſo lent, doth exceed the ſum of five pounds for one hundred pounds for one year, againſt the form of the ſtatute aforeſaid in ſuch caſe made and provided; whereby an action hath accrued to our ſaid ſovereign lord the now king and to the ſaid Solomon, who as well, &c. to demand and have of the ſaid Jacob one hundred and ſixty-eight pounds, parcel of the ſaid three hundred and ſeventy-ſix pounds two ſhillings and ſixpence, being treble the value of the fifty-ſix pounds ſo lent as aforeſaid. [2d Count, for fifty pounds lent and ſix pounds given as a premium; 3d Count, for ten pounds lent and ten ſhillings and ſixpence given as a premium; 4th Count, for nine pounds nine ſhillings and ſixpence lent and ten ſhillings and ſixpence agreed to be paid for a reward]; yet the ſaid Jacob, although often requeſted, &c.

See Directions how to plead to an Action, q. t. Dan. Abr. fol. 9. tit. Action on the Caſe.

MIDDLESEX, to wit. Thomas Price, who ſues as well for our ſaid lord the king as for himſelf in this behalf, complains of Rowe Rotherham, being in the cuſtody, &c. that he render to the ſaid lord the king and the ſaid T. P. who ſues as aforeſaid, one thouſand and forty-ſix pounds eleven ſhillings of lawful, &c. which he owes to and unjuſtly detains from them: For that after

the twenty-ninth of September, A. D. 1714, and before the making of the corrupt bargain and agreement herein mentioned, to wit, on the fourth of October 1775, at Weſtminſter, in the county of Middleſex, one Jacob de Rippe, according to the uſage and cuſtom of merchants from time immemorial approved of within this kingdom, made his certain bill of exchange in writing, bearing date the ſame day and year laſt aforeſaid, and then and there directed the ſaid bill of exchange to one A. B. and by the ſaid bill required him the ſaid A. B. two months after the date of the ſaid bill to pay to the ſaid T. P. or order, the ſum of one hundred and five pounds ten ſhillings, as by advice from the ſaid Jacob de Rippe, and then and there delivered the ſaid bill of exchange to the ſaid T. P. and the ſaid A. B. afterwards, on the ſame day and year laſt aforeſaid, at Weſtminſter aforeſaid, in the ſaid county, on ſight thereof accepted the ſaid bill of exchange, according to the uſage and cuſtom of merchants aforeſaid, which ſaid bill of exchange he the ſaid T. P. afterwards, to wit, on the ſame day and year laſt aforeſaid, at Weſtminſter aforeſaid, in the ſaid county, indorſed with his own proper hand thereto ſubſcribed, and by that indorſement appointed the contents of the ſaid bill of exchange to be paid to Mr. William Chamberlayne, or order, and then and there delivered the ſaid bill of exchange, ſo indorſed, to the ſaid William Chamberlayne: And the ſaid T. P. who ſues as aforeſaid, further ſays, that afterwards, and before the expiration of the time appointed for the payment of the ſaid ſum of money in the ſaid bill of exchange contained, and before the exhibiting the bill of the ſaid T. P. who ſues as aforeſaid, to wit, *on the twelfth of October* 1775, at Weſtminſter aforeſaid, in the ſaid county, it was corruptly and againſt the form of the ſtatute in ſuch caſe made and provided, agreed by and between the ſaid R. R. and the ſaid William C. that the ſaid Rowe ſhould lend to the ſaid William the ſum of one hundred and three pounds and eightpence, and ſhould forbear and give day of payment for the ſame from the time of lending the ſame until the time that the ſum of money in the aforeſaid bill of exchange mentioned ſhould become due and payable, to wit, until the ſeventh of December then next following, and that the ſaid Rowe Rotherham, for the forbearing and giving day of payment of the ſaid laſt-mentioned ſum of one hundred and three pounds and eightpence for the time laſt aforeſaid, ſhould have the ſum of two pounds two ſhillings at the time the ſaid ſum of money in the ſaid bill of exchange mentioned ſhould become due and payable; and that the ſaid W. C. for the ſecuring the payment as well for the ſaid one hundred and three pounds and eightpence ſo to be lent as aforeſaid, as of the ſaid two pounds two ſhillings, for the forbearing and giving day of payment aforeſaid, ſhould indorſe the bill of exchange, and ſhould deliver the ſame ſo indorſed to the ſaid Rowe [illegible]. And the ſaid T. P. who ſues as aforeſaid, ſays, that in purſuance of the ſaid corrupt bargain and agreement ſo made as aforeſaid, he the ſaid Rowe afterwards, to wit, on the ſaid *twelfth of* [illegible] *December*, *A. D.* 1775, at Weſtminſter aforeſaid, in the ſaid county,

county, did lend, &c. [Averment that defendant did lend, and did forbear for the ſaid time, &c.; and that Chamberlayne, for ſecuring, &c. as aforeſaid, did indorſe, &c. and deliver the ſame to defendant ſo indorſed, and that defendant, on the ſeventh of December, took, accepted, received, and had the ſaid two pounds two ſhillings for forbearing, &c. which ſaid ſum of two pounds two ſhillings, ſo taken, &c. by defendant for forbearing, &c. of one hundred and three pounds and eightpence for the time, &c. exceeds the rate of five pounds for the forbearing of one hundred pounds for a year, contrary to the form of the ſtatute, &c.; by reaſon whereof and by virtue of the ſaid ſtatute, &c. *actio accrevit*]; and alſo for that afterwards, &c.: And alſo for that, &c. [common Count for the firſt ſum of money mentioned in the firſt Count]: And alſo for that, &c. [common Count on the ſum of money mentioned in the ſecond Count]: And alſo for that, &c. [common Count for the ſum of money mentioned in the third Count].

S. W. eſquire, complains againſt J. B. being, &c. of a plea that he render to him fourteen pounds of lawful, &c. which he owes to and unjuſtly detains from him: For that whereas the ſaid S. on the twenty-fourth of May 1763, at Weſtminſter, in the ſaid county of Middleſex, demiſed to the ſaid James a certain meſſuage of the ſaid S. in Little Ruſſel-court, in the pariſh of St. Martin's in the Fields, in the ſaid county of Middleſex, to have and to hold to the ſaid James for and during the term of *one whole year*, to commence from Midſummer then next, and ſo from year to year ſo long as the ſaid S. and the ſaid James ſhould pleaſe, at and under the yearly rent of twenty-eight pounds, payable quarterly, to wit, on the feaſt of, &c. &c. by equal portions, by virtue of which ſaid demiſe he the ſaid James afterwards, to wit, on the twenty-fifth of June 1763, entered into the ſaid demiſed premiſes, with the appurtenances, and was poſſeſſed thereof; and the ſaid James being ſo poſſeſſed thereof, the reverſion thereof belonging to the ſaid Samuel, he the ſaid Samuel after and whilſt the ſaid James ſo continued ſo poſſeſſed of the ſaid demiſed premiſes by virtue of and under the ſaid demiſe, to wit, on the twenty-fourth of March, A. D. 1767, at Weſtminſter aforeſaid, gave notice in *writing* to the ſaid James for the delivery *up of* the poſſeſſion of the ſaid demiſed premiſes to him the ſaid Samuel at Midſummer day next; nevertheleſs the ſaid James, not regarding the ſtatute, &c. nor fearing, &c. after notice given in writing as aforeſaid, for delivering the poſſeſſion thereof as aforeſaid to the ſaid S. did not deliver the poſſeſſion of the ſaid demiſed premiſes to him the ſaid Samuel on the ſaid Midſummer day then next, but wilfully held over the ſame, and continued in poſſeſſion thereof from the Midſummer day then next until and upon the feaſt of St. Michael the Archangel 1767, againſt the form, &c.: And the ſaid Samuel further ſays, that the ſaid premiſes, ſo detained as aforeſaid by the ſaid James,

were, during the time of the detaining thereof after the notice aforeſaid, ſo as aforeſaid given by the ſaid Samuel to the ſaid James for the delivering up the poſſeſſion thereof of the yearly *value of twenty-eight pounds*, to wit, at Weſtminſter aforeſaid, in the ſaid county; by reaſon whereof and by force of, &c. an action hath accrued to the ſaid S. to demand and have of and from the ſaid James the ſaid fourteen pounds, being double the value of the premiſes ſo wilfully held over and detained as aforeſaid, for the time aforeſaid during which the ſame were held over as aforeſaid; nevertheleſs, &c. &c.

J. G. who, &c. complains of A. T. and W. D. &c. of a plea that they render to our ſaid lord the king and the ſaid J. who ſues as aforeſaid, pounds of lawful, &c. which the ſaid A. and W. owe to and unjuſtly detain from them, &c.: For that whereas after the firſt of May 1705, and after the twenty-ninth of September 1714, before the making the corrupt agreement hereinafter mentioned, to wit, on the 1765, at, &c. one S. H. made his certain note in writing, commonly called a promiſſory note, bearing date the ſame day and year laſt aforeſaid, and then and there delivered the ſaid note to one M. J. and thereby, ten months after date, promiſed to pay to the ſaid J. G. and R. J. by the names, and ſtile, and deſcriptions of Meſſrs J. G. and R. or order, pounds, value received by the ſaid S.: And the ſaid J. who, &c. further ſays, that afterwards, and before the expiration of the time appointed for the payment of the ſaid ſum of money in the ſaid note contained, and before the exhibiting of the bill of the ſaid J. who as well, &c. to wit, on 1765 aforeſaid, at L. aforeſaid, &c. it was corruptly, and againſt the form of the ſtatute, &c. agreed by and between the ſaid A. and W. and the ſaid J. G. and R. J. that the ſaid A. and W. ſhould lend to the ſaid J. G. and R. J. the ſum of pounds, and ſhould forbear and give day of payment for the ſame from the time of lending *until the expiration of the time appointed for payment of the ſaid ſum of money in the ſaid note contained*, and that the ſaid A. and W. for the ſaid forbearance and giving day of payment of the ſaid ſum of pounds for the time laſt aforeſaid, ſhould have the ſum of *at the end and expiration of the ſaid time appointed for the ſum of money in the ſaid note contained*; and for the ſecuring the payment as well for the ſaid pounds ſo to be lent as aforeſaid, as the ſum of pounds for the forbearance and giving day of payment of the ſame as aforeſaid, the ſaid J. G. and R. J. ſhould indorſe the ſaid promiſſory note, and ſhould deliver the ſame ſo indorſed to the ſaid A. and W.: And the ſaid J. who, &c. further ſays, that in purſuance of the ſaid corrupt agreement they the ſaid A. and W. afterwards, to wit, on the ſaid of , A. D. 1765, at L. aforeſaid, in the pariſh and ward aforeſaid, did lend to the ſaid J. G. and R. J. the ſum of , and did then and there forbear to give time of payment of the ſame from thence until the end and

(*) The blanks are for the ſums and dates.

expiration

expiration of the time appointed for the payment of the ſaid ſum of money in the ſaid note mentioned; and the ſaid J. G. and R. J. for the ſecuring to the ſaid A. and W. the payment as well of the ſaid , ſo lent as aforeſaid, as the ſaid for the forbearance and giving day of payment of the ſame as aforeſaid, and then and there, to wit, on the ſaid day of 1765, &c. at, &c. (*ut ſupra*) indorſed the ſaid promiſſory note, and did then and there deliver the ſaid promiſſory note, ſo indorſed, unto the ſaid A. and W.: And the ſaid J. who, &c. further ſays, that the ſaid A. and W. afterwards, to wit, on the 1766, &c. at, &c. (*ut ſupra*) took, accepted, received, and had of and from the ſaid J. G. and R. J. the ſaid for the forbearance and giving, &c. of the ſaid from the time of lending thereof as aforeſaid until the end and expiration of the time appointed for the payment of the ſaid ſum of money in the ſaid note contained, which ſaid ſum of money ſo taken, accepted, and received by the ſaid A. and W. as aforeſaid, for the forbearance and giving, &c. of the ſaid as aforeſaid, *for the time aforeſaid*, exceeds the rate of five pounds for the forbearing and giving day, &c. of one hundred pounds for a year, contrary to the form, &c.; whereby and by force, &c. an action hath accrued to the ſaid J. who as well, &c. to demand and have as well for, &c. as for himſelf of the ſaid A. and W. the ſum of , being the treble value of the ſaid ſo lent as aforeſaid, parcel of the ſaid above demanded: And the ſaid J. who, &c. further ſaith, that after the ſaid firſt day of May, A. D. 1705, [as in firſt Count] to wit, on the ſaid of 1765, &c. at, &c. (*ut ſupra*) the ſaid J. H. made his certain other note, &c. (*ut ſupra*) and then and there delivered the ſaid laſt-mentioned note to the ſaid J. G. and R. J. (*ut ſupra*) by the names, ſtile, and deſcription [as in 1ſt Count, till the firſt words in Italic above-mentioned, *until the time that the ſaid ſum of money mentioned in the ſaid laſt-mentioned note ſhould become due and payable, to wit, until the of then next following*, and that the ſaid A. and W. (*ut ſupra*) [and till, &c. making the uſual addition in after of "other laſt-mentioned, &c." when neceſſary] ſhould have the ſum of *at the time the ſaid ſum of money mentioned in the ſaid laſt-mentioned note ſhould become due and payable*, and thereof for the, &c. (*ut ſupra*): And the ſaid J. who, &c. further ſays, that in purſuance, &c. (*ut ſupra*) *ſo made as laſt aforeſaid*, they the ſaid A. and W. &c. did lend, &c. and did forbear, &c. from thence *until the time that the ſaid ſum of money mentioned* in the ſaid laſt-mentioned note (as above), to wit, until, &c.; and the ſaid J. G. and R. J. for the ſecuring, &c. did then and there deliver the ſaid laſt-mentioned note, ſo indorſed, unto the ſaid A. and W. and the ſaid J. who, &c. further ſays, that the ſaid A. and W. afterwards, to wit, &c. (*ut ſupra*) from the time of the lending thereof as laſt aforeſaid *until the ſaid ſum of money in the ſaid laſt-mentioned* note became due and payable, to wit, until the ſaid of 1766, which ſaid laſt-mentioned ſum ſo taken, &c. (*ut ſupra*) from the time in that behalf above-mentioned, exceeds the

The indorſer deliver it.

Exceeds the of 5*l.* per

2d Count.

the rate of, &c. (*ut ſupra*); whereby and by force of, &c. (*ut ſupra*) as for himſelf, of the A. and W. other , being treble the value of the ſaid ſo lent as laſt aforeſaid, further

2d Count. parcel, &c.: And the ſaid J. who, &c. further ſays, that the ſaid A. and W. after the twenty-ninth of September, after the ſaid A. D. 1714, to wit, on the ſaid of 1766, &c. upon certain other corrupt contracts made after the ſaid twenty-ninth of September, in the ſaid A. D. 1714, to wit, on the ſaid of 1766, at, &c. between the ſaid A. and W. and the ſaid J. G. and R. J. took, accepted, and received another ſum of of and from the ſaid J. G. and R. J. by way of corrupt bargain from the ſaid A. and W. for their forbearing and giving day, &c. unto the ſaid J. G. and R. J. of another ſum of then, to wit, on the ſaid of 65, at, &c. lent by the ſaid A. and W. aforeſaid, to the ſaid J. G. and R J. (S. E.) for the forbearance and giving day of payment thereof, from the ſaid time of lending thereof, until the ſaid 66, which ſaid ſum of ſo accepted, taken, and received by the ſaid A. and W. as laſt aforeſaid, and for the cauſe laſt aforeſaid, exceeds the rate of five pounds for the forbearance of one hundred pounds for a year, contrary to &c. whereby, &c. [Another Count the ſame as the foregoing one, only lay it for giving day of payment, till another day in the ſame month, which was adviſed to prevent any diſputes which might ariſe, whether this being on a note, the drawer is entitled to the three days grace, the former being as of the twenty-fifth day of the month: [let this Count be of the eighteenth]; yet, &c.

If the note cannot be had ſo as to be certain of ſetting it out right, it may be better to ſtrike out all that part wherein the note is ſet forth, and inſtead of it alledge, in that part of the declaration where the corrupt agreement was ſtated, that it was agreed that G. and F. ſhould indorſe to defendants a certain promiſſary note for ſuch a ſum, payable at ſuch a time, which I think would be ſufficient.

MIDDLESEX, to wit. A. who ſues as well for our ſaid ſovereign lord the king, as for himſelf in this behalf, complains of B. being, &c. of a plea that he render to our ſaid lord the king and the ſaid A. who ſues as aforeſaid, thirty-eight pounds and eightpence of lawful, &c. which he owes to and unjuſtly detains from them; for that on the twenty-ninth day of September, which was A. D. 1714, to wit, the ninth day of July 1736, in the pariſh of St. Mary, Iſlington, in the county aforeſaid, it was corruptly and againſt the form, &c. agreed by and between W. A. and J. S. of the one part, and the ſaid B. of the other part; that the ſaid B. ſhould lend to the ſaid W. and J. the ſum of five pounds eight ſhillings of lawful, &c. to be paid to the ſaid B. one month after that day; and the ſaid W. and J. for the loan and forbearance of that ſum of money for that time, ſhould pay to the ſaid B. the ſum of twelve ſhillings of lawful, &c. and that the ſaid W. and J. for the ſecurity of the payment as well of the ſaid ſum of five pounds eight ſhillings ſo to be lent as aforeſaid, as for

13 Ann. c. for uſury, taking 12s. the loan of 8s. for one and ſtat- that the gave de- a note payable a month,

the

the ſaid twelve ſhillings ſo to be paid for the ſole intereſt thereof as aforeſaid, ſhould give unto the ſaid B. their joint and ſeveral promiſſory note, bearing date the ſaid ninth day of July 1736, for the ſum of ſix pounds, payable to the ſaid B. one month after the date thereof: And the ſaid plaintiff who as well, &c. &c. further ſays, that in purſuance of the ſaid corrupt agreement, he the ſaid B. afterwards, to wit, on the ninth day of July 1736, at I. aforeſaid, in the ſaid county, did lend unto the ſaid W. and J. the ſaid ſum of five pounds eight ſhillings; and the ſaid William and John did then and there for the ſecurity of the payment of the ſaid ſum of five pounds eight ſhillings ſo lent to them by the ſaid B. as aforeſaid, as of the ſaid twelve ſhillings ſo to be paid by them to the ſaid B. as aforeſaid for the loan and forbearance thereof as aforeſaid, give to the ſaid B. their promiſſory note, bearing date the ſame day and year aforeſaid, by which ſaid note the ſaid W. and J. did jointly and ſeverally promiſe to pay to the ſaid B. or his order, the ſum of ſix pounds, one month after the date thereof, for value received by the ſaid W. and J. which ſaid note they the ſaid W. and J. then and there delivered to the ſaid B. for the cauſe aforeſaid; and the ſaid B. afterwards, on the ninth day of Auguſt 1736, at I. aforeſaid, in the ſaid county, in purſuance of the ſaid corrupt agreement, took, accepted, and received of the ſaid W. and J. the ſaid twelve ſhillings for the loan and forbearance of the ſaid ſum of five pounds eight ſhillings for the ſaid month mentioned in the ſaid note, which ſaid ſum of twelve ſhillings ſo taken and received by the ſaid B. for the cauſe aforeſaid, exceeds the rate of five pounds for the forbearance of one hundred pounds for one year, againſt the form of, &c. whereby and by force of, &c. an action hath accrued to the ſaid A. who ſues as aforeſaid, to demand and have of and from the ſaid B. for himſelf, and our ſaid lord the king, ſixteen pounds four ſhillings, being treble the value of the ſaid ſum of five pounds eight ſhillings ſo lent by the ſaid B. to the ſaid W. and J. as aforeſaid, and parcel of the ſaid ſum of thirty-two pounds eight ſhillings above demanded: [general for receiving twelve ſhillings, for giving day of payment of ſaid five pounds eight ſhillings ſo lent to the ſaid W. and J. for one month.] 2d Count.

MIDDLESEX, to wit. R. M. late of, &c. eſquire, and R. N. late of, &c. eſquire, were ſummoned to anſwer J. Fox, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, in a plea that they render to our ſaid lord the king and the ſaid J. Fox, who ſues as aforeſaid, eight thouſand nine hundred and ſixty-three pounds two ſhillings of lawful, &c. which they owe to and unjuſtly detain from them, and whereupon the ſaid J. Fox, who ſues as aforeſaid, by his attorney complains; for that whereas before the time of making the corrupt agreement hereinafter next mentioned, to wit, on the tenth day of February, A. D. 1772, at Weſtminſter, in the ſaid county, he the ſaid J. F. and W. F. were joint dealers and partners in trade, and being ſuch joint

joint dealers and partners in trade, they the ſaid J. F. and W. F. on the ſaid tenth day of February, in the ſaid year of Our Lord 1772, at Weſtminſter, in the ſaid county, made their certain note or writing, commonly called a promiſſory note, the proper hand writing of the ſaid J. F. for himſelf, and the ſaid W. F. ſubſcribed thereto, bearing date the ſame day and year aforeſaid, and thereby two months after date promiſed to pay to the order of Mr. Mund the ſum of four hundred pounds; and whereas alſo before the time of making the corrupt agreement hereinafter next mentioned, to wit, on the twenty-ninth day of January, in the ſaid year 1772, at Weſtminſter aforeſaid, in the county aforeſaid, one R. G. (*a*) according to the uſage and cuſtom of merchants, made his certain bill of exchange in writing, with his own proper name ſubſcribed thereto, bearing the ſame day and year aforeſaid, and then and there directed the ſaid bill of exchange to one John G. and thereby requeſted the ſaid John G. at ſixty days after the date thereof, to pay to the order of one Thomas P. to whoſe order the payment of the ſaid ſum of money in the ſaid bill of exchange mentioned was thereby appointed to be made, afterwards, and before the payment thereof, or of any part thereof, to wit, on the ſame day and year laſt aforeſaid, at Weſtminſter aforeſaid, in the county aforeſaid, according to the uſage and cuſtom of merchants aforeſaid, indorſed the ſaid bill with his own proper hand and name thereunto ſubſcribed: And whereas alſo before the time of making the corrupt agreement hereinafter next mentioned, to wit, on the ſecond day of February, in the ſaid year 1772, at Weſtminſter aforeſaid, in the county aforeſaid, one S. S. according to the uſage and cuſtom of merchants aforeſaid, made his certain bill of exchange in writing, with his own proper name thereto ſubſcribed, bearing date the ſame day and year laſt aforeſaid, and then and there directed the ſaid laſt-mentioned bill of exchange to G. B. eſquire, and thereby requeſted the ſaid G. B. at ſixty days after the date thereof, to pay to the order of ſir Edward T. the ſum of two hundred pounds; and the ſaid ſir Edward, to whoſe order the payment of the ſaid ſum of money in the ſaid laſt-mentioned bill of exchange mentioned was thereby appointed to be paid, afterwards, and before the payment thereof, or of any part thereof, to wit, on the ſame day and year laſt aforeſaid, at Weſtminſter aforeſaid, according to the uſage and cuſtom of merchants aforeſaid, indorſed the ſaid laſt-mentioned bill of exchange with his own proper hand and name thereto ſubſcribed, and the ſaid Mund at the time of making the corrupt agreement hereinafter next mentioned *was poſſeſſed* (*b*) of the ſaid promiſſory note, and the ſaid *two bills of exchange*, and being ſo poſſeſſed thereof, afterwards, and after the twenty-ninth day of September, A. D. 1714, to

(*a*) Take care that all the dates and ſums are right, and the chriſtian names of the parties, and examine the declaration with the bills and notes.

(*b*) All the different indorſements, by which means A. became poſſeſſed of the bills of exchange, are not before mentioned, leſt it might be difficult to prove them all.

wit,

wit, on the eleventh day of February, A. D. 1772, at Weſtminſter aforeſaid, in the ſaid county, it was corruptly and againſt the form of the ſtatute in that caſe made provided, agreed by and between the ſaid Mund and the ſaid Robert Mayne, that the ſaid R. M. and Robert N. ſhould lend to the ſaid Mund the ſum of nine hundred pounds; and that for raiſing and procuring the ſame, the ſaid R. M. and R. N. ſhould then give to the ſaid Mund their certain note in writing, commonly called a promiſſory note, bearing date the ſaid eleventh day of February, in the ſaid year of Our Lord 1772, the ſaid ſum of nine hundred pounds, payable in thirty days from the date thereof, and ſhould forbear to give day of payment of the ſaid ſum of nine hundred pounds from the time that the money to be mentioned in the ſaid note ſo to be given by the ſaid R. M. and R. N. ſhould become due and payable in manner and form following, that is to ſay, of the ſum of three hundred and thirty-eight pounds fifteen ſhillings, parcel of the ſaid ſum of nine hundred pounds, until the ſaid bill of exchange, ſo made by the ſaid Robert G. ſhould become due and payable, to wit, until the firſt day of April then next enſuing, and the ſum of two hundred pounds, other parcel of the ſaid ſum of nine hundred pounds, until the ſaid bill of exchange ſo made by the ſaid Stephen S. as aforeſaid ſhould become due and payable, to wit, until the fourth day of April then next enſuing, and of the reſidue of the ſaid ſum of nine hundred pounds, until the ſaid promiſſory note ſo made by the ſaid J. F. and W. F. as aforeſaid ſhould become due and payable, to wit, until the thirteenth day of April, in the ſaid year of Our Lord 1772, and that for the forbearing and giving day of payment of the ſaid ſum of nine hundred pounds for the time aforeſaid, in manner aforeſaid, the ſaid Mund ſhould give and allow to the ſaid Robert M. and Robert N. the ſum of ſeven pounds three ſhillings and tenpence, and that for the ſecuring the payment as well of the ſaid ſum of nine hundred pounds, as of the ſaid ſum of ſeven pounds three ſhillings and tenpence, the ſaid Mund ſhould indorſe the ſaid firſt-mentioned promiſſory note, and the ſaid two bills of exchange with his own proper name thereto reſpectively ſubſcribed, and deliver the ſame ſo indorſed to them the ſaid R. M. and R. N.: And the ſaid J. Fox, who ſues as aforeſaid, avers, that the ſaid Robert M. and Robert N. in purſuance of the ſaid agreement, afterwards, and after the ſaid twenty-ninth day of September, A. D. 1714, to wit, on the ſaid eleventh day of February, in the ſaid year of Our Lord 1772, at Weſtminſter aforeſaid, in the ſaid county, did make their certain note in writing, commonly called a promiſſory note, bearing date the ſame day and year laſt aforeſaid, with the proper hand writing of one of them, for himſelf and the other of them thereto ſubſcribed, and thereby thirty days after date promiſed to pay to the ſaid Mund, or order, nine hundred pounds, and did then and there deliver the ſaid note to the ſaid Mund, and the ſaid Mund in purſuance of the ſaid corrupt agreement, then and there, to wit, on the ſame day and year laſt aforeſaid, at Weſtminſter aforeſaid, in the ſaid county, did

7l. 3s 10d. diſcount for 900l. is the ſame as 8l. 10s. diſcount for 999l 17s.

did indorſe with his own proper name thereto ſubſcribed the ſaid firſt mentioned promiſſory note, and the ſaid two bills of exchange, and then and there delivered the ſame ſo indorſed to the ſaid R. M. and R. N. for the ſecuring the payment as well of the ſaid ſum of nine hundred pounds, as of the ſaid ſum of ſeven pounds three ſhillings and tenpence(*a*): And the ſaid John Fox, who ſues as aforeſaid, further ſays, that the ſaid Robert Mayne and Robert N. afterwards, and when the money mentioned in the ſaid note ſo made by the ſaid Robert Mayne and R. N. as aforeſaid became due and payable, to wit, on the fourteenth day of March, in the ſaid year of Our Lord 1772, *paid the ſame*, that is to ſay, at Weſtminſter aforeſaid; and the ſaid Robert M. and Robert N. in further purſuance of the ſaid corrupt agreement, did forbear and give day of payment to the ſaid Mund of the ſaid ſum of nine hundred pounds, from the time that the money mentioned in the ſaid note ſo made by the ſaid Robert M. and R. N. became due and payable, to wit, from the ſaid fourteenth day of March, in the ſaid year of Our Lord 1772, in manner and until the times by the ſaid R. M. and R. N. agreed upon for that purpoſe as aforeſaid, that is to ſay, of the ſaid ſum of three hundred and thirty-eight pounds fifteen ſhillings, parcel thereof, until the ſaid bill of exchange ſo made by the ſaid Robert G. as aforeſaid became due and payable, to wit, until the ſaid firſt day of April, in the ſaid year of Our Lord 1772, and of the ſaid ſum of two hundred pounds, other parcel thereof, until the ſaid bill of exchange ſo made by the ſaid S. S. as aforeſaid, became due and payable, to wit, until the ſaid fourth day of April, in the ſaid year of Our Lord 1772, and of the reſidue of the ſaid ſum of nine hundred pounds, until the ſaid promiſſory note ſo made by the ſaid J. F. and W. F. as aforeſaid became due and payable, to wit, until the thirteenth day of April, in the year of Our Lord 1772, that is to ſay, at Weſtminſter aforeſaid, in the ſaid county: And the ſaid J. F. who ſues as aforeſaid, further ſays, that the ſaid Robert M. and R. N. afterwards, to wit, *on the ſaid thirteenth day of April*, (*b*) in the ſaid year of Our Lord 1772, at Weſtminſter aforeſaid, in the ſaid county, received the ſaid ſeveral ſums of money in the ſaid firſt-mentioned promiſſory note, and the ſaid two bills of exchange mentioned, and by means thereof they the ſaid R. M. and R. N. took, accepted, and received the ſaid ſum of ſeven pounds three ſhillings and tenpence for the forbearing and giving day of payment to the ſaid Mund of the ſaid ſum of nine hundred pounds, in manner and form aforeſaid, and for the time aforeſaid, and which ſaid ſum of ſeven pounds three ſhillings and tenpence taken, accepted, and received by the ſaid R. M. and R. N. as aforeſaid, for the forbearing and giving day of payment of the ſaid ſum of nine hundred pounds as aforeſaid, for

(*a*) It will be neceſſary to prove that defendant paid the nine hundred pounds to Mund at the end of thirty days after the date of the note.

(*b*) By this day the promiſſory note, and both the bills of exchange had become due, and therefore the defendants had again received every part of this nine hundred pounds.

the

the time aforeſaid, exceeds the rate of five pounds for the forbearing and giving day of payment of one hundred pounds for a year, contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid J. F. who ſues as aforeſaid, to demand and have of and from the ſaid R. M. and R. N. as well for our ſaid lord the king as for himſelf, the ſum of two thouſand ſeven hundred pounds, being treble the value of the ſaid ſum of nine hundred pounds ſo lent and forborne as aforeſaid, parcel of the ſaid ſum of eight thouſand nine hundred and ſixty-three pounds two ſhillings above demanded: And the ſaid J. Fox, who ſues as aforeſaid, further ſays, that the ſaid R. M. and R. N. afterwards, and after the ſaid twenty-ninth day of September, in the ſaid year of Our Lord 1714, to wit, on the *ſaid thirteenth day of April*, in the ſaid year of Our Lord 1773, at Weſtminſter aforeſaid, in the ſaid county, upon a certain other corrupt contract, made after the ſaid twenty-ninth day of September, in the ſaid year of Our Lord 1714, to wit, on the ſaid *eleventh day of February*, in the ſaid year of Our Lord 1772, at Weſtminſter aforeſaid, in the ſaid county, between the ſaid Mund and the ſaid R. M. and R. N. took, accepted, and received by way of corrupt bargain and loan, another ſum of ſeven pounds three ſhillings and tenpence, for the ſaid R. M. and R. N. forbearing and giving day of payment to the ſaid Mund of another ſum of nine hundred pounds, *before the time*, viz. before the thirteenth day of April, to wit, *on the fourteenth day of March*, in the ſaid year of Our Lord 1772, lent by the ſaid R. M. and R. N. to the ſaid Mund, in manner and form following, that is to ſay, for the forbearing and giving day of payment to the ſaid Mund of the ſum of three hundred and thirty-eight pounds fifteen ſhillings, parcel of the ſaid ſum of nine hundred pounds laſt-mentioned, from the ſaid thirteenth day of March, in the ſaid year of Our Lord 1772, until the firſt day of April then next enſuing, and the forbearing and giving day of payment to the ſaid Mund of the ſum of two hundred pounds, other parcel of the ſaid laſt-mentioned ſum of nine hundred pounds, from the ſaid fourth of April in the ſame year, and for the forbearing and giving day of payment to the ſaid Mund of the ſum of three hundred and ſixty-one pounds five ſhillings, reſidue of the ſaid ſum of nine hundred pounds laſt-mentioned, from the ſaid fourteenth day of March, in the ſaid year of Our Lord 1772, until the thirteenth day of April in the ſame year, which ſaid laſt-mentioned ſum of ſeven pounds three ſhillings and tenpence ſo taken, accepted, and received by the ſaid R. M. and R. N. as laſt aforeſaid, in manner aforeſaid, and for the cauſe aforeſaid, exceeds the rate of five pounds for the forbearing and giving day of payment of one hundred pounds for a year, contrary to the form of the ſtatute in that caſe made and provided; whereby and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid J. Fox, who ſues as aforeſaid, to demand and have as well for our ſaid lord the king as for himſelf, of and from the ſaid R. M. and R. N. other two thouſand ſeven hundred

2d Count, a general one.

The day when F.'s note to A. became due and payable.

The day of the date of the defendants note to A. and the day of F's note to A.

The day when defendants note to A. became due and payable.

hundred pounds, being treble the value of the ſaid ſum of nine hundred pounds ſo lent and forborne as laſt aforeſaid, other parcel of the ſaid ſum of eight thouſand nine hundred and ſixty three pounds two ſhillings above demanded: And whereas before the time of making the corrupt agreement hereinafter next mentioned, to wit, on the ſeventh day of March, in the ſaid year of Our Lord 1772, at Weſtminſter aforeſaid, in the county aforeſaid, the ſaid John Fox and William F. were partners and joint dealers in trade as aforeſaid, and being ſo partners and joint dealers in trade as aforeſaid, they the ſaid John Fox and William F. on the ſaid ſeventh day of March, in the ſaid year 1772, at Weſtminſter aforeſaid, in the ſaid county, made their certain note in writing, commonly called a promiſſory note, with the proper hand writing of the ſaid John Fox, for him and the ſaid William F. ſubſcribed thereto, bearing date the ſame day and year laſt aforeſaid, and thereby *two months* after date promiſed to pay to the order of the ſaid Mund the ſum of three hundred and forty-eight pounds twelve ſhillings and ſixpence, and then and there delivered the ſame note to the ſaid Mund, and the ſaid Mund being poſſeſſed of the ſaid laſt-mentioned promiſſory note, afterwards, to wit, on the ſame day and year laſt aforeſaid, at Weſtminſter aforeſaid, in the county aforeſaid, it was corruptly, and againſt the form of the ſtatute in that caſe made and provided, agreed by and between the ſaid Mund and the ſaid R. M. and R. N. that the ſaid R. M. and R. N. ſhould lend to the ſaid Mund the ſum of three hundred and forty-five pounds eleven ſhillings and ſixpence, and that for raiſing and procuring the ſame the ſaid R. M. and R. N. ſhould then give to the ſaid Mund their certain note in writing, commonly called a promiſſory note, bearing date the ſaid ſeventh day of March, in the ſaid year of Our Lord 1772, for the ſaid ſum of three hundred and forty-five pounds eleven ſhillings and ſixpence, payable in thirty days from the date thereof, and ſhould forbear and give day of payment of the ſaid ſum of three hundred and forty-five pounds eleven ſhillings and ſixpence from the time that the ſaid ſum of three hundred and forty-five pounds eleven ſhillings and ſixpence, to be mentioned in the ſaid note ſo to be given by the ſaid R. M. and R. N. as laſt aforeſaid, ſhould become due and payable, until the time appointed for the payment of the ſaid ſum of three hundred and forty-eight pounds twelve ſhillings and ſixpence, in the ſaid laſt-mentioned note made by the ſaid J. Fox and William F. mentioned, that is to ſay, from *the ninth day of April* in the ſaid year 1772, until the ninth day of May, in the ſaid year 1772, and that for the forbearing and giving day of payment of the ſaid ſum of three hundred and forty-five pounds eleven ſhillings and ſixpence for the time laſt aforeſaid, ſhould give and allow to the ſaid R. M. and R. N. the ſum of three pounds one ſhilling; and that for the ſecuring the repayment as well of the ſaid ſum of three pounds one ſhilling, as of the ſaid three hundred and forty-five pounds eleven ſhillings and ſixpence, the ſaid Mund did then indorſe the ſaid laſt-mentioned promiſſory note made by the ſaid John F. and William F. with

2d Count.

ng 30 days
n the 7th of
rch.

ng 60 days
n the 7th of
ch.

F. with his own proper name thereto subscribed, and delivered the same so indorsed to the said R. M. and R. N.: And the said John F. who sues as aforesaid, avers, that in pursuance of the said last-mentioned corrupt agreement, afterwards, and after the said twenty-ninth day of September, in the said year of Our Lord 1714, to wit, on the seventh day of March, in the said year of Our Lord 1772, at Westminster aforesaid, in the said county, the said R. M. and R. N. did make their certain other note in writing, commonly called a promissory note, with the proper hand writing of one of them, for himself and the other of them thereto subscribed, bearing date the same day and year last aforesaid; and thereby thirty days after date promised to pay to the order of the said Maud the sum of one hundred and forty five pounds eleven shillings and sixpence, and then and there delivered the said last-mentioned note to the said Maud, and the said Maud then and there, to wit, on the same day and year last aforesaid, at Westminster aforesaid, in the said county, did indorse the said last-mentioned promissory note, made by the said John F. and William F. as aforesaid, with his own proper name thereto subscribed, and did then and there deliver the same so indorsed to the said R. M. and R. N.; and the said R. M. and R. N. afterwards, and when the money mentioned in the said last-mentioned note made by them as aforesaid, became due and payable, to wit, on the ninth day of April, in the said year of Our Lord 1773, *and the same* (a), and did forbear and give day of payment of the said sum of three hundred and forty-five pounds eleven shillings and sixpence to the said Maud, for the same appointed by the said last-mentioned note given by the said R. M. and R. N. for the payment of the said sum of money therein mentioned, and the same appointed for the payment of the said sum of three hundred and forty-eight pounds twelve shillings and five pence in the said last-mentioned promissory note so made by the said John F. and W. F. as aforesaid mentioned, that is to say, now the ninth day of April, in the said year of Our Lord 1773, and the said twenty-ninth day of July, in the said year of Our Lord 1772, to wit, at Westminster aforesaid, and so the said John F. who sues as aforesaid, further avers, that the said R. M. and R. N. afterwards, to wit, on the twenty-ninth day of May, in the said year of Our Lord 1773, at Westminster aforesaid, in the said county, received the sum of three hundred and forty-five pounds twelve shillings and sixpence in the said last-mentioned note made by the said John F. and W. F. mentioned, and by means thereof, they the said R. M. and R. N. then and there, to wit, on the said twenty-ninth day of May, in the said year 1772, at Westminster aforesaid, in the said county, became indebted, and

(a) [illegible]

received the said sum of three pounds one shilling for forbearing or giving day of payment to the said Mund of the said sum of three hundred and forty-five pounds eleven shillings and sixpence for the time aforesaid, in that behalf above mentioned, which other sum of three pounds ten shillings so taken, accepted, and received by the said R. M. and R. N. as aforesaid for the forbearing and giving day of payment of the said sum of three hundred and forty-five pounds eleven shillings and sixpence as aforesaid, for the time last aforesaid, exceeds the rate of five pounds for the forbearing and giving day of payment of one hundred pounds for a year, contrary to the form of the Statute in such case made and provided; whereby and by force of the statute in such case made and provided, an action hath accrued to the said John Fox, who sues as aforesaid, to demand and have as well for our said lord the king as for himself, of and from the said R. M. and R. N. the said sum of one thousand and thirty-six pounds fourteen shillings and sixpence, being treble the value of the said sum of three hundred and forty-five pounds eleven shillings and sixpence so lent and forborne as last aforesaid, other parcel of the said sum of eight thousand nine hundred and sixty-three pounds two shillings above demanded: And the said John Fox, who sues as aforesaid, further says, that the said R. M. and R. N. afterwards, and after the said twenty-ninth day of September, in the said year of Our Lord 1771, to wit, *on the said twenty-ninth day of September*, in the said year of Our Lord 1772, at Westminster aforesaid, in the said county, upon a certain other corrupt contract, made between the said twenty-ninth day of September, in the said year of Our Lord 1771, and the said *seventh day of March*, in the said year of Our Lord 1772, at Westminster aforesaid, in the said county, between the said R. M. and R. N. and the said Mund took, accepted, and received by way of corrupt bargain and loan, another sum of three pounds and one shilling, for the said R. M. and R. N. forbearing and giving day of payment to the said Mund, *from the said twenty-ninth day of September*, in the said year of Our Lord 1771, *until the said seventh day of March*,* in the same year, of a certain sum of three hundred and forty-five pounds eleven shillings and sixpence, before that time, to wit, on the said seventh day of March, in the said year of Our Lord 1772, lent by the said R. M. and R. N. to the said Mund, which other last-mentioned sum of three pounds one shilling, so taken, accepted, and received as last aforesaid, exceeds the rate of five pounds for the forbearance of one hundred pounds for a year, contrary to the form of the statute in such case made and provided; whereby and by force of the statute in such case made and provided, an action hath accrued to the said John Fox, who sues as aforesaid, to demand and have as well for our said lord the king as for himself, of and from the said R. M. and R. N. the said sum of one thousand and thirty-six pounds fourteen shillings and sixpence, being treble the value of the sum of three hundred and forty-five pounds eleven shillings and sixpence lent and forborne as aforesaid, further other parcel of the said sum of eight thousand nine hundred and sixty-three pounds two shillings above

Count, more eral.

day when 's note to became du payable.

day of the of defend note to A. also of Fox's to A.

day when ndants's to A. *ba*

The day when 's note to nd and A. en came due.

above demanded: And the ſaid J. F. who ſues as aforeſaid, further ſays, that the ſaid R. M. and R. N. afterwards, and after the ſaid twenty-ninth day of September, in the ſaid year of Our Lord 1714, to wit, on the twenty-firſt day of April, in the ſaid year 1772, at Weſtminſter aforeſaid, in the ſaid county, upon a certain other corrupt contract, made after the ſaid twenty-ninth day of September, in the ſaid year 1714, on the nineteenth day of March, in the ſaid year 1772, at Weſtminſter aforeſaid, in the ſaid county, between the ſaid R. M. and R. N. and the ſaid J. Lond, to wit, accepted, and received by way of corrupt bargain and loan, of and from the ſaid J. Lond, a certain ſum of two pounds one ſhilling and fourpence, for the ſaid R. M. and R. N. forbearing and giving day of payment to the ſaid J. Lond from the eleventh day of April, in the ſaid year 1772, until the twenty-firſt day of April in the ſaid year of Our Lord 1772, of another ſum of four hundred and ninety-ſix pounds eleven ſhillings, before that time, to wit, on the nineteenth day of March, in the ſaid year 1772, lent by the ſaid R. M. and R. N. to the ſaid J. Lond, which ſaid ſum of two pounds one ſhilling and fourpence ſo taken, accepted, and received by the ſaid R. M. and R. N. as laſt aforeſaid, for the forbearance and giving day of payment to the ſaid J. Lond of the ſaid laſt-mentioned ſum of four hundred and ninety-ſix pounds eleven ſhillings, as laſt aforeſaid, for the time laſt aforeſaid, exceeds the rate of five pounds for forbearing and giving day of payment of one hundred pounds for a year, contrary to the form of the ſtatute in ſuch caſe made and provided; by reaſon whereof, and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid J. F. who ſues as aforeſaid, to demand and have as well for our ſaid lord the king as for himſelf, of and from the ſaid R. M. and R. N. another ſum of one thouſand four hundred and eighty-two pounds thirteen ſhillings, being treble the value of the ſaid laſt-mentioned ſum of four hundred and ninety-ſix pounds eleven ſhillings, ſo lent and forborne as laſt aforeſaid, the reſidue of the ſaid ſum of eight thouſand nine hundred and ſixty-three pounds two ſhillings above demanded; yet the ſaid R. M. and R. N. although often requeſted, have not, nor hath either of them rendered to our ſaid lord the king and the ſaid J. F. who ſues as aforeſaid, or to either of them, the ſaid eight thouſand nine hundred and ſixty-three pounds two ſhillings, or any part thereof; but to render the ſame to them they the ſaid R. M. and R. N. have wholly hitherto refuſed, and ſtill do refuſe, whereby the ſaid John F. who ſues as aforeſaid, ſaith that he is injured, and hath ſuſtained damage to the value of forty pounds, and thereof as well for our ſaid lord the king as for himſelf, he brings ſuit, &c.

I think the tranſaction on the 14th of March is out of time, and that the plaintiff will not be able to recover, for that, and therefore I have not put any ſpecial Count on that tranſaction; but I have added a general on it, that, if poſſible, the plaintiff may recover for that offence as well as the other.

F. BULLER.

...t. of uſu- ...s. Ann, c. ...gainſt de- ...nt, who ...A. the mo- ...ariſing from ...ſale of 895 ...for ſix ...and three ...firſt tak- ...awful in- ...for the ...ſince ...

LONDON, to wit. Samuel Chadwick, who ſues as well for our ſaid lord the king as for himſelf in this behalf, complains againſt William Cox being, &c.: For that after the twenty-ninth of September 1714, that is to ſay, on the eighth of Auguſt 1772, at L. aforeſaid, in the pariſh of, &c. and ward of, &c. it was corruptly and againſt the form of the ſtatute in that caſe made and provided, agreed by and between the ſaid W. C. and one John Wood, that the ſaid William ſhould deliver to the ſaid John Wood divers, to wit, eight hundred and ninety-five dollars, then and there being of the value of two hundred and ſeven pounds of lawful money of Great Britain and no more, for the purpoſe of his the ſaid John Wood's ſelling the ſame and raiſing money by the ſale thereof, and ſhould lend the ſaid John W. the money ariſing by and from the ſale thereof, and ſhould forbear and give day of payment for ſuch ſum from the time of delivering the ſaid dollars for the ſpace of ſix weeks and three days, and that at the end of the ſaid time of ſix weeks and three days the ſaid John ſhould pay to the ſaid William the ſum of two hundred and twenty pounds of lawful money of Great Britain for the ſaid dollars, and for forbearing and giving day of payment for the ſame for the time aforeſaid, to wit, the ſum of two hundred and ſeven pounds, parcel of the ſaid ſum of two hundred and twenty pounds, being the value of the ſaid dollars as aforeſaid, and the reſidue of the ſaid ſum of two hundred and twenty pounds, amounting to the ſum of thirteen pounds for the forbearing and giving day of payment for the ſaid dollars as aforeſaid, for the time aforeſaid, and that for the ſecuring the payment of the ſum of two hundred and twenty pounds, he the ſaid J. W. ſhould give his promiſſory note in writing, bearing date on the ſaid eighth of Auguſt 1772, for the ſaid ſum of two hundred and twenty pounds payable to him the ſaid W. at ſix weeks after date, and ſhould depoſit thirty-two pieces of muſlin, a diamond ring ſet in cluſters, the centre ſtone weighing eight grains, of him the ſaid John Wood, in the hands and cuſtody of him the ſaid William: And the ſaid Samuel, who ſues as aforeſaid, in fact ſays, that in purſuance of the ſaid corrupt agreement the ſaid William afterwards, to wit, on the ſaid eighth of Auguſt 1772, at L. aforeſaid, in, &c. did deliver to the ſaid John the ſaid dollars, then and there being of the value of two hundred and ſeven pounds of lawful money of Great Britain and no more, for the particular purpoſe aforeſaid, and did lend the ſaid J. Wood the money ariſing by and from the ſale thereof, to wit, the ſum of two hundred and ſeven pounds, and did forbear and give to the ſaid John Wood day of payment for the ſame from the time of delivering the ſaid dollars as aforeſaid, for the ſaid ſpace of ſix weeks and three days, and that the ſaid John Wood then and there, to wit, on the ſame day and year laſt aforeſaid, at L. &c. for ſecuring of the payment of the ſaid ſum of two hundred and twenty pounds, did give to the ſaid William his the ſaid John Wood's promiſſory note in writing, bearing date the ſaid eighth of Auguſt 1772, for the ſaid ſum of two hundred and twenty pounds, payable to him the ſaid

William ſix weeks after date, and did depoſit the ſaid muſlins and diamond ring in the hands and cuſtody of the ſaid William; and the ſaid William afterwards, to wit, on the twenty-third of September 1772, at L. &c. took, accepted, and received the ſaid ſum of two hundred and twenty pounds for the cauſe aforeſaid, to wit, the ſum of two hundred and ſeven pounds, being the value of the ſaid dollars, and the ſum of thirteen pounds for the forbearing and giving day of payment of the ſaid ſum of two hundred and ſeven pounds as aforeſaid for the time aforeſaid, which ſaid ſum of thirteen pounds ſo taken and accepted by the ſaid William for the cauſe aforeſaid, exceeds the rate of five pounds for the forbearing and giving day of payment of the ſum of one hundred pounds for one year; by reaſon whereof, and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid Samuel, who ſues as aforeſaid, to demand and have of and from the ſaid William for our ſaid lord the king and himſelf, the ſum of ſix hundred and twenty-one pounds, being treble the value of the ſaid dollars ſo bargained, ſold, and delivered by the ſaid William to the ſaid John W. as aforeſaid, parcel of the ſaid ſum of pounds above demanded. [Same as 1ſt Count, making the loan for *ſix weeks, received the twenty-third of September*]: And alſo, for that after the ſaid twenty-ninth of September 1714, to wit, on the ſaid eighth of Auguſt 1772, at L. aforeſaid, &c. the ſaid William, upon a certain other corrupt contract made after the ſaid twenty-ninth of September 1714, to wit, on the eighth of Auguſt 1772, at L. aforeſaid, &c. but the ſaid William and the ſaid John W. by means of ſelling and delivering to the ſaid John W. divers, to wit, eight hundred and ninety-five other dollars, then and there being of the value of other two hundred and ſeven pounds of lawful money of Great Britain and no more, for another ſum of two hundred and twenty pounds of like lawful money of Great Britain, and took, accepted, and received of and from the ſaid John W. another ſum of thirteen pounds for the forbearing and giving day of payment of the ſaid laſt-mentioned dollars, from the eighth of Auguſt 1772 to the twenty-ſecond of September 1772, which ſaid laſt-mentioned ſum of money, &c.; and alſo for that the ſaid W. afterwards, &c. upon a certain other corrupt contract made after, &c. took, accepted, and received of and from the ſaid John W. other thirteen pounds of like lawful money of Great Britain, for the forbearing and giving day of payment to the ſaid John W. from the ſaid eighth of Auguſt 1772 to the twenty-ſecond of September 1772, of another ſum of two hundred and ſeven pounds before that time lent and advanced to the ſaid John, which ſaid laſt-mentioned ſum of, &c.

2d Count. 3d Count. ſelling to dollars, and ing unlawfu tereſt for bearing the ment of the ney he was give for the lars.

F. BULLER.

MIDDLESEX, to wit. John Graham, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains againſt Thomas Griffith being, &c. of a plea that he render to our ſaid

On 12. A uſury, on counting of hand.

ſaid lord the king and the ſaid John, who ſues as aforeſaid, two hundred and ninety-four pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from them: For that after the firſt of May, which was A. D. 1705, and after the twenty-ninth of September, which was A. D. 1714, and before the making of the corrupt bargain and agreement hereinafter mentioned, to wit, on the ſecond of October A. D. 1777, at Weſtminſter, in the ſaid county of Middleſex, one J. B. made his certain note in writing, commonly called a promiſſory note, bearing date the ſame day and year, and then and there delivered the ſaid note to one A. S. and thereby ſix weeks after date promiſed to pay to the ſaid A. P. or order the ſum of twenty five pounds for value received, which ſaid promiſſory note the ſaid B. afterwards, to wit, on the ſame day and year aforeſaid, at Weſtminſter aforeſaid, in the ſaid county, indorſed with his own proper hand thereto ſubſcribed, and by that indorſement appointed the contents of the ſaid note to be paid to one John R. or order, and then and there delivered the ſaid note ſo indorſed to the ſaid John R.: And the ſaid J. G. who ſues as aforeſaid, further ſays, that afterwards and before the expiration of the time appointed for the payment of the ſaid ſum of money in the ſaid note mentioned, and before the exhibiting of the bill of the ſaid John G. who ſues as aforeſaid, to wit, on the third of October, in the ſaid year of Our Lord 1777 at Weſtminſter aforeſaid, in the ſaid county, it was corruptly, and againſt the form of the Statute in ſuch caſe made and provided, agreed by and between the ſaid Thomas and the ſaid John R. that he the ſaid Thomas ſhould lend to the ſaid John R. the ſum of twenty-four pounds ten ſhillings, and ſhould forbear day of payment for the ſame, from the time of lending thereof until that the ſum of money in the ſaid note mentioned ſhould become due and payable, to wit, until the ſixteenth of November then next following, and that the ſaid Thomas, for the ſaid forbearing and giving day of payment of the ſaid ſum of twenty four pounds ten ſhillings for the time aforeſaid, ſhould have the ſum of ten ſhillings at the time the ſaid ſum of money in the ſaid note mentioned ſhould become due and payable; and the ſaid John R. for the ſecuring of the payment as well of the ſaid twenty-four pounds ten ſhillings to be lent as aforeſaid, as of the ſaid ten ſhillings for the forbearing and giving day of payment of the ſame as aforeſaid, ſhould indorſe the ſaid promiſſory note, and ſhould deliver the ſame ſo indorſed to the ſaid Thomas: And the ſaid J. G. who ſues as aforeſaid, further ſays, that in purſuance of the ſaid corrupt bargain and agreement ſo made as aforeſaid, he the ſaid Thomas afterwards, to wit, on the third of October 1777, at Weſtminſter aforeſaid, in the ſaid county, did lend to the ſaid John R. the aforeſaid ſum of twenty-four pounds ten ſhillings, and did forbear and give day of payment of the ſame from thence until the time that the money in the ſaid promiſſory note mentioned became due and payable, to wit, until the ſixteenth of November then next following; and the ſaid John R. for the ſecuring to the ſaid Thomas

mas the payment as well of the ſaid ſum of twenty-four pounds ten ſhillings ſo lent as aforeſaid, as of the ſaid ten pounds for the forbearing and giving day of payment of the ſame as aforeſaid, did then and there indorſe the ſaid note with his own proper name thereto ſubſcribed, and delivered the ſaid note ſo indorſed unto the ſaid Thomas: And the ſaid John, who ſues as aforeſaid, further ſays, that the ſaid Thomas afterwards, to wit, on the ſaid ſixteenth of November 1777, at Weſtminſter aforeſaid, in the ſaid county, by means of the ſaid corrupt bargain and agreement ſo made as aforeſaid, took, accepted, and received, and had from the ſaid John R. the ſaid ten ſhillings for the forbearing and giving day of payment of the ſaid ſum of twenty-four pounds ten ſhillings from the time of lending the ſame as aforeſaid until the time that the ſaid ſum of money mentioned in the ſaid note became due and payable, to wit, until the ſixteenth of November in the ſaid year of Our Lord 1777, which ſaid ſum of ten ſhillings ſo taken, accepted, and received by the ſaid Thomas as aforeſaid for the forbearing and giving day of payment of the ſaid twenty-four pounds ten ſhillings as aforeſaid, for the ſpace of time mentioned in that behalf as aforeſaid, exceeds the rate of five pounds for the forbearing and giving day of payment of the ſum of one hundred pounds for a year, contrary to the form of the ſtatute in ſuch caſe made and provided; by reaſon whereof, and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid John G. who ſues as aforeſaid, to demand and have of and from the ſaid Thomas as well for our ſaid lord the king as for the ſaid John G. who ſues as aforeſaid, the ſum of ſeventy three pounds ten ſhillings, being treble the value of the ſaid ſum of twenty four pounds ten ſhillings ſo lent and forborne as aforeſaid, and parcel of the ſaid ſum of two hundred and ninety-four pounds above demanded: And the ſaid John, who ſues as aforeſaid, further ſays, that the ſaid Thomas afterwards, and after the twenty-ninth day of September, in the ſaid year of Our Lord 1714, to wit, on the ſaid ſixteenth day of November, in the ſaid year of Our Lord 1777, at Weſtminſter aforeſaid, in the ſaid county, upon a certain other corrupt contract made after the ſaid twenty-ninth day of September, in the ſaid year of Our Lord 1714, to wit, on the third day of October, in the ſaid year of Our Lord 1777, at Weſtminſter aforeſaid, in the ſaid county, by and between the ſaid Thomas and the ſaid J. R. took, accepted, and received by way of corrupt bargain and loan of and from the ſaid John R. another ſum of ten ſhillings for the ſaid Thomas his forbearing and giving day of payment to the ſaid John R. from the ſaid third of October in the ſaid year of Our Lord 1777, until the ſaid ſixteenth day of November then next following, and for another ſum of twenty-four pounds ten ſhillings before that time, to wit, on the third day of October, in the ſaid year of Our Lord 1777, lent by the ſaid Thomas to the ſaid John R. which ſaid laſt-mentioned ſum of ten ſhillings ſo taken, accepted, and received as laſt aforeſaid, for the cauſe laſt aforeſaid, exceeds the rate of

2d Count.

five pounds for the forbearance of one hundred pounds for a year, contrary to the form of the ſtatute in ſuch caſe made and provided; by reaſon whereof, and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid John, who ſues as aforeſaid, to demand and have of and from the ſaid Thomas as well for our ſaid lord the king as for himſelf the ſaid John G. who ſues as aforeſaid, other ſeventy-three pounds ten ſhillings, being treble the value of the ſaid laſt-mentioned ſum of twenty-four pounds ten ſhillings, ſo lent and forborne as laſt aforeſaid, and further parcel of the ſaid ſum of two hundred and ninety-four pounds above demanded. [Two other Counts the ſame as the laſt, only inſtead of the ſixteenth of November ſay the thirteenth, for fear of three days grace given, or the notice ſhould not be ſtrictly legal.]

[illegible]cation (to that bond given for won at that it been for a ſaid true and not money won by.

AND the ſaid Francis prays a day to imparl to the ſaid plea, and it is granted him, &c.; and thereupon a day is given to the ſaid parties to come before our lord the king in eight days of Saint Hilary, whereſoever he ſhall then be in England, for the ſaid F. to imparl to the ſaid plea, and then to reply to the ſame, &c.; at which day, before our ſaid lord the king at Weſtminſter, come the parties aforeſaid, by their attornies aforeſaid: And the ſaid F. as to the ſaid plea of the ſaid F. by him laſtly above pleaded in bar, ſaith, that he, by reaſon of any thing in that plea alledged, ought not to be barred from having and maintaining his aforeſaid action thereof againſt him; becauſe he ſays, that the ſaid T. ſealed and delivered as his deed the ſaid writing-obligatory in the ſaid declaration mentioned to the ſaid F. for a true and juſt debt due and owing from the ſaid T. to the ſaid F. and not for ſecuring the payment to the ſaid F. of any monies by him the ſaid F. won of the ſaid J. at play, in manner and form as the ſaid J. hath above in that behalf alledged; and this he prays may be enquired of by the country; and the ſaid J. doth ſo likewiſe: therefore as well to try this iſſue as the ſaid other iſſues between the ſaid parties above joined, the ſheriffs are commanded, &c.

[illegible]rrer to re-[illegible]n.

[Set forth the formal parts as uſual, theſe cauſes following, that is to ſay, for that the ſaid Francis traverſes the matter contained in the ſaid plea, to wit, that the ſaid writing was given for money won at play, and concludes the ſaid traverſe to the country, whereas by the eſtabliſhed practice and authorities the ſaid traverſe ought to have concluded to the court, and with an averment.]

T. WALKER.

[illegible] the-[illegible]ber, for [illegible]g a per-[illegible]trefted by

MIDDLESEX, to wit. J. A. complains of G. N. being, &c. of a plea that he render to him one hundred and fifty pounds of lawful, &c. which he owes to and unjuſtly detains from him; him to a publick houſe, on 2. Geo. 2. ch. 24.

of

For that whereas by a certain act made in the parliament of our ſovereign lord the now king, held at Weſtminſter, in the county of Middleſex, by prorogation the twenty-firſt day of January, in the ſecond year of the reign of his preſent majeſty, it was amongſt other things enacted by the authority of the ſame parliament, that no ſheriff, under ſheriff, &c. [here recite the 1ſt ſection]: And it was further enacted, by the authority aforeſaid, that all and every ſheriff, under ſheriff, &c. [recite the 2d ſection]: And it was further enacted by the ſaid act, that every ſheriff, &c. [here recite the 16th ſection], as to the forfeiture of fifty pounds, with treble coſts of ſuit, as by the ſaid act, amongſt other things, it doth and may more fully appear: And the ſaid Thomas in fact ſays, that after the making of the ſaid act, to wit, on the ſeventh day of April, in the tenth year of the reign of our ſovereign lord the now king, one Thomas Freeman came into the court of our ſaid lord the now king of his ſaid majeſty's palace at Weſtminſter, then held at Southwark, in the ſaid county of Surry, within the juriſdiction of the ſaid court, before Lionel, duke of Dorſet, then ſteward of his ſaid majeſty's houſehold, and ſir Thomas Abney, knight, then ſteward of the ſaid court, judges of the ſaid court, by virtue of the letters-patent of Charles the Second, late king of England, &c. bearing date at Weſtminſter the fourth day of October, in the ſixteenth year of his reign, and then and there, according to the cuſtom of the ſaid court from time immemorial uſed and approved of in the ſaid court, levied his certain plaint againſt the ſaid Thomas Allen, at the ſuit of the ſaid T. F. in a certain plea of treſpaſs upon the caſe, and the ſaid T. F. then and there, according to the cuſtom of the ſaid court, found pledges to proſecute the ſaid plaint, to wit, John Doe and Richard Roe, and ſuch were the proceedings thereupon in his majeſty's court of his palace at Weſtminſter aforeſaid, that afterwards, to wit, on Friday, the fifteenth day of April, in the tenth year aforeſaid, at a court of our ſaid lord the king of his palace then holden at Southwark aforeſaid, before the aforeſaid judges of his ſaid court, by virtue of the ſaid letters-patent there iſſued out of his ſaid majeſty's court, according to the cuſtom of the ſaid court, his majeſty's certain precept, directed to the bearer of the verges of his ſaid majeſty's houſe, and to the officers and miniſters of his ſaid majeſty's court of his palace aforeſaid, and every of them, whereby his ſaid majeſty's commiſſion under them, and every of them, that they or one of them ſhould take the ſaid T. A. if he ſhould be found within the juriſdiction of the ſaid court, and him ſafely keep, ſo that they or one of them might have his body before the judges of the ſaid court, at the then next court of his ſaid majeſty's palace aforeſaid, on Friday the twenty-ſecond day of April then next following, to be held at Southwark, in the county of S. aforeſaid, to anſwer to the ſaid T. F. in the ſaid plea of treſpaſs upon the caſe, to the ſaid T. F. his damage of five pounds; which ſaid writ afterwards, and before the return thereof, to wit, on the ſaid fifteenth day of April, in the tenth year aforeſaid, at Weſtminſter aforeſaid, within the juriſdiction aforeſaid, was delivered to the ſaid George, he the

ſaid

ſaid George then and until and after the return of the ſaid writ, being one of the bearers of the verges of his ſaid majeſty's houſehold, and an officer and miniſter of the ſaid court of his majeſty's palace, to be executed in due form of law, by virtue of which ſaid writ he the ſaid G. then being one of the bearers of the verges of the ſaid houſehold, and an officer and miniſter of the ſaid court as aforeſaid, afterwards and before the return of the ſaid writ, on the twenty-firſt day of April, in the tenth year aforeſaid, at Weſtminſter, in the county of Middleſex, and within the juriſdiction of that court, took and arreſted the ſaid T. A. by his ſaid body for the cauſe aforeſaid, at the ſuit of the ſaid T. F. in the plea aforeſaid, and had the ſaid T. A. in his cuſtody for the cauſe aforeſaid: And the ſaid T. A. in fact ſaith, that he the ſaid G. having arreſted the ſaid T. A. and having and detaining him the ſaid T. A. under his ſaid arreſt and in his cuſtody as aforeſaid, by virtue of and under colour of the ſaid writ, he the ſaid G. afterwards, the ſame day and year laſt aforeſaid, conveyed and carried the ſaid T. A. to by him the ſaid G. arreſted as aforeſaid, and being in the cuſtody of the ſaid G. as aforeſaid, to a certain publick victualling and drinking houſe belonging to one T. W. *ſituate and being in a certain court or place called Angel Court, in W ſtreet, in the pariſh of St. James's, Weſtminſter, in the ſaid county of Middleſex, and within the juriſdiction aforeſaid* (without the will of the ſaid T. A. and kept and detained him the ſaid T. A. under his arreſt and in his cuſtody as aforeſaid, by virtue and under colour of the ſaid writ, for a long time, to wit, for the ſpace of ſix hours then next following, contrary to the form of the ſtatute in ſuch caſe made and provided, by reaſon whereof the ſaid offence became forfeited by the ſaid G. being one of the bearers of the verges of his ſaid majeſty's houſehold, and an officer and miniſter of the ſaid court as aforeſaid, according to the form and effect of the ſaid act, forfeited and ought to pay to the ſaid T. A. (the ſaid T. A. being the perſon thereby aggrieved) the ſum of fifty pounds, whereby an action hath accrued to the ſaid T. A. *to have* and *demand* of the ſaid G. the ſaid fifty pounds, parcel of the ſaid one hundred and fifty pounds above demanded: And the ſaid T. A. further in fact ſaith, that the ſaid T. A. being ſo under the arreſt and in the cuſtody of the ſaid G. as aforeſaid, by virtue and under colour of the ſaid writ for the cauſe aforeſaid, to wit, at Weſtminſter aforeſaid, and within the juriſdiction aforeſaid, he the ſaid G. being one of the bearers of the verges of his majeſty's houſehold, and an officer and miniſter of the ſaid court as aforeſaid, then and there, to wit, on the twenty-firſt of April, in the ſixteenth year aforeſaid, at Weſtminſter aforeſaid, and within the juriſdiction aforeſaid, did carry the ſaid T. A. without the conſent of the ſaid T. A. being ſo arreſted and in his cuſtody as aforeſaid, and againſt his will, to a certain publick victualling and drinking houſe belonging to the ſaid T. W. ſituate, &c. (as in Italic to *juriſdiction aforeſaid*), and then permitting liquors to be called for and had by the ſaid T. A. without the ſaid G. or any perſon whatſoever ſhewing, producing, or reading the clauſe in the ſaid act in that particular mentioned, and by the ſaid act required

Count, for letting li to be cal- and had ſaid, &c. firſt the by ſaid tered to &c.

quired to be ſhewn by the ſaid G. to the ſaid T. contrary to the form and effect of the ſaid ſtatute, which ſaid laſt-mentioned offence he the ſaid G. being one of the bearers of the verges, &c. (as before) and fifty pounds, &c. parcel of the ſaid ſum of one hundred and fifty pounds above demanded: And the ſaid T. A. farther in fact ſaith, that he the ſaid T. A. (as in the ſecond Count, to *juriſdiction aforeſaid*) demanded, exacted, and took of and from the ſaid T. A. to being under a reſt in his cuſtody by virtue of and under colour of the ſaid writ as aforeſaid, the ſum of ten ſhillings and ſixpence as a gratuity or reward for keeping the ſaid T. A. ſo arreſted and in his cuſtody as aforeſaid, out of the gaol or priſon of the ſaid court of his majeſty's pleas aforeſaid, contrary to the form of the ſaid ſtatute, for which laſt mentioned offence he the ſaid G. being one of the bearers, &c. (as before) other fifty pounds, the reſidue of the ſaid one hundred and fifty pounds above demanded; yet the ſaid G. although often requeſted, hath not yet paid the ſaid one hundred and fifty pounds, or any part thereof, to the ſaid T. A. but he to pay the ſame hath hitherto wholly refuſed, and ſtill doth refuſe, to the ſaid T. A. his damage of, &c.

3d Count, for exacting from priſoner as gratuity.

MEMORANDUM of St. Hilary laſt, &c.: London, to wit. John Boſworth, eſquire, chamberlain of the city of London, complains of Peter Puget, being, &c. himſelf, of a plea that he render him twenty-five pounds of lawful, &c. which he owes and unjuſtly detains from him: For that whereas in and by a certain act made in a parliament of the lady Anne, queen of Great Britain, &c. at Weſtminſter, in the county of Middleſex, the twenty-[illegible] October, in the twenty-ſixth year of her reign, it was (amongſt other things) enacted by the authority of the ſame parliament, that from and after the determination of the preſent ſeſſion of parliament all perſons that ſhould act as brokers within the city of London and liberties thereof, ſhould from time to time be admitted ſo to do by the court of mayor and aldermen of the ſaid city for the time being, and under ſuch reſtrictions and limitations for honeſt and good behaviour as that court ſhould think fit and reaſonable: And it was further enacted by the ſaid act, that if any perſon or perſons from and after the determination of the then preſent ſeſſions of parliament, ſhould take upon him to act as a broker, or employ any other under him to act as ſuch within the ſame city or liberties, not being admitted as aforeſaid, every ſuch perſon or perſons ſo offending ſhould forfeit and pay to the uſe of the mayor, and commonalty, and citizens of the ſaid city, for every ſuch offence, the ſum of twenty-five pounds to be recovered by action of debt in the name of the chamberlain of the ſaid city in any court of record of the ſaid lady the queen, in which no protection, eſſoign or wager of law ſhould be allowed or any more than one imparlance, as in and by the ſaid act, amongſt other things, it doth and may more fully appear: And the ſaid John Boſworth in fact ſaith, that after the determination of the ſaid ſeſſion of parliament, to wit, the eleventh of May 1742, he the ſaid John Boſworth was, and ever ſince hath been, and now is, chamberlain of the

Declaration by the chamberlain of London, againſt one for acting as a broker without licence.

the city of London, and that the ſaid Peter Puget afterwards, to wit, on the ſame eleventh day of May, in the ſaid, &c. 1742, within the ſaid city of London, to wit, in the pariſh of St. Mary-le-Bow in the ward of Cheap, did take upon himſelf to act as a broker, and the ſaid Peter Puget, as a broker, then and there did, for a reward to him the ſaid Peter Puget to be given by one Martha Batigne, ſell for the ſaid Martha one hundred and thirty-ſix pounds ſeven ſhillings of a certain ſtock belonging to the governor and company of the merchants of Great Britain trading to the South Seas and other parts of America, and for encouraging the fiſhery, called the joint ſtock of South Sea annuities, and alſo commonly called New South Sea Annuities, and afterwards, to wit, the day and year laſt above-mentioned, in the pariſh and ward aforeſaid, he the ſaid Peter, as a broker, did procure the ſaid one hundred and thirty-ſix pounds ſeven ſhillings ſtock to be transferred by the ſaid Martha to one W. Whitmore in the books of the ſaid governors and company, contrary to the form and effect of the ſaid act, he the ſaid Peter there, or at any time before, or ſince, not being admitted by the ſaid court of mayor and aldermen of the ſaid city to be a broker, or to act or negotiate as a broker within the ſaid city of London and liberties thereof, by which an action hath accrued to the ſaid John Boſworth to demand and have of the ſaid Peter the ſum of twenty-five pounds, parcel of the ſaid ſum of ſeventy-five pounds above demanded: And the ſaid John Boſworth further ſaith, that afterwards, to wit, on the fifteenth day of November, in the year of Our Lord 1744, within the ſaid city, he the ſaid Peter did further take upon himſelf to act as a broker, [this Count the ſame as the laſt]. [3d Count, for acting as a broker in making contracts between merchants and merchants and others, for a reward to be by him received for the ſame]; yet the ſaid Peter, although often requeſted, hath not paid the ſaid ſum of ſeventy-five pounds, or any part thereof, to the ſaid John, but hath hitherto refuſed, and ſtill doth refuſe to pay the ſame; whereby the ſaid John Boſworth ſaith that he is injured and hath ſuſtained damage to the amount of fifty pounds, and therefore he brings his ſuit, &c.

Imparlance by plaintiff that ſheriffs are citizens, and prays writ of *venire facias* to be directed to the coroner.

AND now at this day, to wit, on Wedneſday next after fifteen days from the day of Eaſter in this ſame term, to which day, &c. came as well the ſaid plaintiff, &c. as the ſaid P. his attorney, and the ſaid P. P. defends the wrong and injury, when, &c. and *nil debet modo et formâ* iſſue; whereupon the ſaid J. B. ſaith, that Walter B. eſquire, and Samuel W. P. eſquire, who only are the ſheriffs of the ſaid city of L. and are alſo two of the ſaid citizens and freemen of the ſaid city, and for which cauſe the ſaid J. B. prays a writ of our lord the king of *venire facias* to be directed to the coroner of the ſaid city of L. to ſummon twelve good and lawful men, &c. to try the iſſue above joined; and becauſe the ſaid P. doth not deny the ſaid allegation of the ſaid J. B. but is well ſatisfied with the truth thereof, therefore the coroner of the ſaid city is commanded to have before our ſovereign lord the king at Weſtminſter,

minſter, on , next after , twelve good and lawful men of the ſaid city, every one of which to have at leaſt ten pounds *per* year of lands, tenements, or rents, by whom the truth of the matter may be the better known, and who are not citizens and freemen of the ſaid city, or any way related either to the ſaid J. B. or to the ſaid P. to recognize and make a jury of the county between the ſaid parties of the plea aforeſaid, becauſe as well the ſaid John as the ſaid Peter, between whom is the matter in diſpute, have ſubmitted themſelves to that jury, the ſame day is given the parties aforeſaid at the ſame place.

There is in the ſtatute a diſtinction made between ancient brokers and *ſtock brokers* or jobbers: they differ in their nature, one relating to contracts between merchants in the mercantile affairs, the other to the change of property in government ſecurities, which are but of late ſtanding, and not being when brokers, properly ſo called, were ſo much eſteemed; 3. & 9. Wil. 3. ch 32. diſtinguiſhes them St. 1. Jac. 1 ch 21 deſcribes the ancient brokers as freemen of London, elected out of companies, the certificate of merchants recommends them as educated in trade, underſtanding diverſ ſorts of merchandizes, and qualified to be a broker in the Royal Exchange. Theſe ancient brokers are meant by 6. Ann, ch. 3. Geo. 2. c. 31. empowers the magiſtrates of Briſtol to allow ſuch ſort of brokers, *and the words of* 6. Ann, are general to all *brokers*; yet ought, I think, to be reſtrained to ancient brokers, as not intending to alter and enlarge the meaning of the old ſort of brokers, and the duty on admiſſion given to the city was in lieu of an old revenue which this act took from them. If they intended to include ſtock-brokers, they would not by that act have left it generally under brokers. The city have not within forty years puniſhed ſtock-jobbers, who have acted without their admiſſion, and the forms of certificates relate ſeemingly to older brokers, then I think ſtock-brokers are not within the meaning of 6. Ann, or liable to the penalties.

Declaration againſt defen[dant] for buildi[ng] houſe, the ja[mb] of the chim[ney] not being [of] brick and [ſtone] or 13 inche[s] in the cell[ar] lower ſtor[y]

12. Geo. 2.

MIDDLESEX, to wit. The plaintiff, who ſues as well for the overſeers of the poor of the pariſh of St. M. Weſtminſter, in the county of Middleſex, for the uſe of the ſaid poor, as for himſelf, complains of defendant, being, &c. of a plea of debt, that he render to the ſaid overſeers of the poor, for the uſe of the ſaid poor, and to the ſaid plaintiff, who ſues as aforeſaid, three hundred and fifty pounds of lawful, &c. which he owes to and unjuſtly detains from them: For that whereas the ſaid defendant, not regarding the ſaid ſtatute in ſuch caſe made and provided, nor fearing the penalty therein contained, after the making of a certain act of parliament, made at Weſtminſter, in the county of Middleſex, in the twelfth year of the reign of Our Lord the now king, entitled, &c. and after the making of the ſaid act of parliament, and after the twenty-fourth of June 1772 aforeſaid, in that act mentioned, and during the continuance of the ſaid act, to wit, on the fourteenth of November, in the twenty-fourth year aforeſaid, at and in the ſaid pariſh of *St. M. Weſtminſter, in the county of Middleſex aforeſaid, and within the weekly bills of mortality* mentioned in the ſaid act, did build and erect, and cauſe to be built and erected, a certain *houſe for habitation ſtanding* in the pariſh and *ward laſt aforeſaid*, and then and there wrongfully, and againſt the form of the ſtatute in ſuch caſe made and provided, in the building and erecting the ſaid houſe for habitation did then and there wrongfully and unjuſtly build and erect, or cauſe to be built and erected, the *jambs of*

by

chimnies of, in, and belonging to the ſaid houſe, the jambs of the ſaid chimney *not* being at leaſt *one brick and a half* or thirteen inches thick *in the cellar* or *lower ſtory*, and then and there finiſhed, or cauſed to be finiſhed, the ſaid houſe for habitation, the ſaid jambs of the ſaid chimnies not being then or yet built or erected of the thickneſs at the leaſt of one brick and a half, or thirteen inches thick, in the cellar or loweſt ſtory, contrary to the form and effect of the ſaid ſtatute in ſuch caſe made and provided; whereby and by force of the ſaid ſtatute in ſuch caſe made and provided, the ſaid defendant forfeited for his ſaid laſt-mentioned offence the ſum of fifty pounds; and whereby and by force of the ſtatute in ſuch caſe made and provided an action hath accrued to the ſaid plaintiff, who ſues as aforeſaid, to demand and have of and from the ſaid defendant, for himſelf and the ſaid overſeers of the poor of the pariſh aforeſaid, for the uſe of the ſaid poor, the ſum of fifty pounds ſo forfeited as aforeſaid, parcel of the ſaid ſum of pounds above demanded: And [2d Count, for building a houſe, the jambs *of one of the chimnies* not being thirteen inches or a brick and a half thick in the cellar or lower ſtory: 3d Count, the jambs and *backs* of the chimnies not being of the thickneſs aforeſaid in the cellar or lower ſtory, and *from thence to the upper ſtory of ſuch building*]: And the ſaid plaintiff, who ſues as aforeſaid, further ſays, that the ſaid defendant, not regarding the ſtatute in ſuch caſe made and provided, nor in the leaſt fearing the penalty therein contained, after the making of the ſaid act of parliament, and after the twenty-fourth of June 1772 aforeſaid, in that act mentioned, and during the continuance of the ſaid act, to wit, on the fourteenth of November, in the fourteenth year aforeſaid, at and in the ſaid pariſh of St. Mary, Weſtminſter, in the county of Middleſex aforeſaid, and within the weekly bills of mortality mentioned in the ſaid act, did build and erect, or cauſe to be built and erected, a certain other houſe for habitation, ſtanding in the pariſh and county aforeſaid, and then and there did unlawfully and againſt the form of the ſtatute in ſuch caſe made and provided, in the building and erecting the ſaid houſe for habitation, wrongfully and unjuſtly build and erect, or cauſe to be built and erected, and in the building or erecting of the ſaid houſe or tenement for habitation *did not build* or erect, or cauſe to be built or erected, *a party wall between houſe and houſe* only of bricks or ſtone, or of bricks and ſtone together, and then and there finiſh, or cauſe to be finiſhed, the ſaid houſe for habitation, the ſaid party wall, between the ſaid houſe and the next houſe or other building adjoining thereto, not being built only of brick or ſtone, or of brick and ſtone together, contrary to the form and effect of the ſaid ſtatute in ſuch caſe made and provided; whereby, &c.: And the ſaid plaintiff, who ſues as well for the overſeers of the poor of the pariſh of St. M. Weſtminſter, in the county of Middleſex aforeſaid, for the uſe of the poor, as for himſelf the ſaid plaintiff, further ſays, [as in the laſt Count] and the ſaid building and erecting the ſaid houſe for habitation, laid, or cauſed to be *laid*

Count.

Count.

Count, for building a party wall between houſe and houſe only of brick or ſtone, inſtead of brick and ſtone.

Count, on laying into a wall, the timber not being uſed for the purpoſe mentioned in the act.

laid into a certain party wall of the ſaid houſe, and between the ſaid houſe and the next houſe or other building adjoining thereto, *certain pieces of timber*, the ſaid timber not being *girders*, *binding* or trimming joiſts, or the templets under the ſame, or neceſſary, ſound, ſquare bound timbers as aforeſaid, and then and there finiſhed, or cauſed to be finiſhed, the ſaid houſe for habitation, the ſaid timber not being uſed or placed for girders, binders, or trimming joiſts, or the templets under the ſame, or neceſſary, ſound, ſquare bound timber, then being laid or affixed unto the ſaid party wall of the ſaid houſe, and between the ſaid houſe and the next houſe or other buildings adjoining thereto as aforeſaid, contrary to the form of the ſtatute; whereby, &c.: And the ſaid plaintiff, who ſues as well, &c. and within the weekly bills of mortality mentioned in the ſaid act, did build and erect, or cauſed to be built and erected, a certain other houſe for habitation, ſituate in the pariſh and county laſt aforeſaid, the expence of building which ſaid houſe for habitation did exceed the ſum of one hundred and twenty pounds, and then and there did unlawfully and againſt the form of the ſtatute in that caſe made and provided, in the building and erecting the ſaid houſe for habitation, wrongfully, and unjuſtly built and erected, or cauſed to be built or erected, a certain party wall of and belonging to the ſaid houſe for habitation, *the ſaid party wall of the ſaid houſe not being of the thickneſs of one brick and a half* in length, or thirteen inches *from the garret floor* up yards, and then and there finiſhed, or cauſed to be finiſhed, the ſaid houſe for habitation, the ſaid party wall not being of *the thickneſs of one brick and a half* in length, or thirteen inches, and carried up of ſuch laſt-mentioned thickneſs to the full height of eighteen inches above the roof or gutters adjoining thereto, contrary to the form of the ſtatute, &c.: And the ſaid plaintiff, &c. [as before] did build and erect, or cauſed to be built and erected, a certain houſe for habitation, ſtanding in the pariſh and county laſt aforeſaid, *and did not* in the building or erecting of the ſaid houſe for habitation leave, *or cauſe to be left*, *five inches at the leaſt of ſolid brick work at or between the ends of lintals*, *wall-planks*, *and bond-timber* uſed in the aforeſaid building, and then and there finiſhed, or cauſed to be finiſhed the ſaid houſe for habitation, there not being left five inches at the leaſt of the ſolid brick work at or between the ends of lintals, wall-plates, and bond-timbers uſed in the ſaid building of the ſaid houſe for habitation, contrary to the form and effect of the ſtatute; whereby, &c.; yet the ſaid defendant, although often requeſted, &c. hath not yet paid the ſaid three hundred and fifty pounds, or any part thereof, to the ſaid plaintiff and the overſeers of the poor of the ſaid pariſh, for the uſe of the ſaid poor, or to any of them, but he to pay the ſame to them, or any of them, hath hitherto wholly refuſed and ſtill refuſes to the ſaid plaintiff, who ſues as aforeſaid, his damage of twenty pounds; and therefore, as well for the ſaid overſeers of the poor of the ſaid pariſh, for the uſe of the ſaid poor as for himſelf, he brings his ſuit, &c. Pledges, &c. *Drawn by* MR. WARREN.

6th Count, building a p wall in a th that exce the ſum of 1 in building, being of thickneſs o brick and in length, o inches, fro garret floo wards, and tying it u ſuch a thick to the full he of 18 inches above the and gutter joining the on ſec. 1.

7th Count, laying the ber of the into a fi ſide wall, ſaid timb the roof no ing uſed fo purpoſe m tioned in act.

CARMAR-

[illegible]on in the exchequer, [illegible] ſtat. P. & [illegible] driving [illegible] diſtrained [illegible] the Hun- [illegible] 8 a. [illegible] c. 12.

CARMARTHENSHIRE, to wit. H. L. eſquire, a debtor of our lord the king, cometh before the barons of this exchequer on the twenty-eighth of May this term, by P. B. his attorney, and complains by bill againſt J. W. D. J. and J. T. preſent here in court the ſame day, of a plea of treſpaſs on the caſe: For that whereas by a ſtatute made at a parliament of the lord and lady Philip and Mary, late king and queen of England, begun and holden at Weſtminſter on the twelfth of November, in the firſt and ſecond year of their reign, and there continued and kept until the diſſolution of the ſame, to wit, the ſixteenth of January then next enſuing, it was amongſt other things enacted, that from and after the firſt of April then next coming, no diſtreſs of cattle ſhould be driven out of the hundred, rape, wapentake, or lathe where ſuch diſtreſs was, or ſhould be taken, except that it be a pound overt within the ſame ſhire, not above three miles diſtant from the place where the diſtreſs was taken, upon pain that every perſon offending contrary to the ſaid act ſhould forfeit to the party grieved for every ſuch offence one hundred pounds and treble damages, as by the ſaid ſtatute more fully appears; yet the ſaid defendants, with *M. J.* &c. not regarding the ſaid ſtatute, on the twenty-ninth of July 1758, at the pariſh of , in the hundred of Cayo, in the county of C. took and diſtrained certain cattle, to wit, five horſes, &c. of the ſaid H. of the price of one hundred pounds, there found for and in the name of a diſtreſs, and drove the ſaid cattle to the borough of Carmarthen, in the county of the ſame borough, above three miles, to wit, twelve miles diſtant from the pariſh aforeſaid, in contempt of our ſaid lord the now king, to the great damage of the ſaid H. and contrary to the form of the ſtatute aforeſaid: And the ſaid H. L. further ſaith, that the ſaid defendant, together with, &c. not regarding the ſaid ſtatute on the ſaid twenty-ninth of July 1758, at the pariſh aforeſaid, in the hundred aforeſaid, in the county of Carmarthen, took and diſtrained certain other cattle, to wit, fifteen other horſes, &c. of the ſaid H. of the price of other three hundred pounds, there found for and in the name of a diſtreſs, and drove the ſame laſt-mentioned cattle to the borough in the city of the ſame borough, above five miles, to wit, twelve miles diſtant from the pariſh aforeſaid, in the county, &c. to the great damage of the ſaid H. and contrary to the form of the ſtatute aforeſaid, to the damage of the ſaid H. of one hundred pounds; whereby, &c. Therefore let a jury be made thereof; and becauſe the iſſue aforeſaid between the ſaid parties above joined ought to be tried by men of the next Engliſh county to the ſaid city of C. adjacent, and becauſe the county of H. is the next Engliſh county to the ſaid county of C. adjacent, therefore, &c.

[illegible] warded [illegible] Eng- [illegible]

[illegible] LINCOLNSHIRE, to wit. F. W. late of, &c. to anſwer [illegible] J. of a plea, &c. twenty-two pounds of, &c. which, &c.; and [illegible] whereupon, &c. ſays that the ſaid F. after the firſt of May 1711, [illegible] to wit, on the ſixth of December 1758, at G. in the ſaid county, was and is indebted to the ſaid J. in twenty-two pounds of, &c. which

which he the ſaid J. had before then and after the firſt of May 1711, and alſo within three months next preceding the ſuing forth of the original writ of the ſaid J. that is to ſay, on the firſt of December 1758, at G. aforeſaid, loſt to the ſaid F. at one and the ſame ſitting, by playing at cards with the ſaid F. and which the ſaid J. had then and there paid to the ſaid F.; whereby and by force, and according to the form of the ſtatute made in the ninth year of the reign of the lady Anne, late queen of Great Britain, at Weſtminſter, in the county of Middleſex, entitled, "An Act "for the better preventing of exceſſive and deceitful Gaming," an action hath accrued to the ſaid J. to demand and have of the ſaid F. the ſaid twenty-two pounds above demanded, being the money ſo loſt and paid by the ſaid J. to the ſaid F. as aforeſaid; yet the ſaid F. although, &c. hath not, &c. but hath, &c. to the ſaid J. his damage of twenty-two pound, and therefore, &c.

MIDDLESEX, to wit. J. W. againſt R. P. in Common Pleas: For that whereas ſaid plaintiff, after the making of a certain act of parliament in the ſecond year of the reign of the lord the now king, entitled, "An Act for the Relief of Debtors, with reſpect "to the Impriſonment of their Perſons," that is to ſay, on the thirteenth of April A. D. 1749, being a priſoner in his majeſty's gaol of Newgate, in the ſaid county, in the cuſtody of the then ſheriff of the county aforeſaid, in execution for the ſum of twenty-eight pounds ten ſhillings, at the ſuit of ſaid defendant, on the ſame day and year, being the ſecond day of the term of Eaſter in that year, was brought up into the court of our ſaid lord the king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter, in the ſaid county of Middleſex), by virtue of a rule of the ſame court before made for that purpoſe, in order to his being then diſcharged out of the cuſtody of the then ſheriff, as to the ſaid execution with which he ſtood charged, at the ſuit of the ſaid defendant, according to the form and effect of the ſaid act of parliament; and ſaid defendant on that occaſion then and there appearing in the ſame court oppoſed the diſcharge of ſaid plaintiff, and inſiſted upon his being detained in priſon; and thereupon ſaid defendant, in purſuance of ſaid act of parliament, on ſame day and year aforeſaid, at Weſtminſter aforeſaid, did make his certain note in writing with his own hand thereunto ſubſcribed, bearing date ſame day and year, and by ſaid note did promiſe to pay to ſaid plaintiff the ſum of two ſhillings and ſixpence on every *Thurſday* (*b*) in every week from the date of ſaid note, for all ſuch time as he the ſaid plaintiff ſhould continue in priſon at ſuit of ſaid defendant, whereupon ſaid defendant was not diſcharged, but was then and there carried back to the gaol of Newgate there at the ſuit of ſaid defendant; by reaſon of which ſaid premiſes, and by force of ſaid act of parliament, ſaid defendant became liable to pay to ſaid plaintiff the ſum of two ſhillings and fourpence on every Thurſday in every week from the date of the ſaid note, for all ſuch time as he

(*a*) Declaration on ſtat. 32, C. 2. c. 28. commonly the Lord's plaintiff ſu an action ca ſe for 2s. per week, the note on keepin in priſon.

(*b*) Qu. Monday

(*a*) This is a declaration in *caſe*, and not in *debt*.

the ſaid plaintiff ſhould continue in priſon at the ſuit of defendant, and being ſo liable, he ſaid defendant, in conſideration thereof, afterwards, to wit, on ſame day and year laſt mentioned, at Weſtminſter aforeſaid, undertook, &c. to pay to him the ſaid ſum of two ſhillings and fourpence every Thurſday in every week from the date of ſaid note for all ſuch time, &c at the ſuit of ſaid defendant; and ſaid plaintiff avers, that he ſaid plaintiff did continue in priſon in the ſaid goal of Newgate, in the cuſtody of the then ſheriff of the county aforeſaid, at ſuit of ſaid defendant, for the cauſe aforeſaid, a long ſpace of time, that is to ſay, from ſaid thirteenth day of April, A. D. 1749, being the date of the ſaid note, until and upon the twenty-ſeventh day of October then next following, and although ſaid defendant did in purſuance of ſaid note pay to the plaintiff the ſaid ſum of two ſhillings and fourpence every Thurſday in every week for part of the ſaid time abovementioned, to wit, from ſaid thirteenth day of April, in the year aforeſaid, to the twenty-ſecond day of June next following; nevertheleſs the ſaid defendant not regarding his ſaid promiſes and undertakings as to the payment of ſaid weekly ſum for the reſidue of ſaid time, but contriving, &c. did not pay to ſaid plaintiff the ſaid ſum of two ſhillings and fourpence on every Thurſday in every week for the reſidue of the ſaid time, that is to ſay, from the twenty-ſecond day of June in the year aforeſaid, until the twenty-ſeventh day of October then next, but ſaid ſeveral weekly ſums of two ſhillings and fourpence ſo reſpectively due and payable on every Thurſday in every week, for each of ſaid weeks for the reſidue of ſaid time, being eighteen weeks, amounting to a large ſum of money, to wit, to forty-two ſhillings, ſtill remain due and unpaid to ſaid plaintiff; and ſaid defendant to pay the ſame to ſaid plaintiff, although often requeſted, hath hitherto altogether refuſed, and ſtill doth refuſe, wherefore he ſaith he was injured, and hath ſuſtained damages to the value of twenty pounds, and therefore he brings his ſuit, &c.

Chief Juſtice Willes in a caſe of this kind ſaid the action would lie, and that defendant ſhould not plead to the old judgment as a ſet off; however, I ventured to plead double, viz. *non aſſumpſit*, and ſuch ſet-off to the above declaration.

T. WARREN.

ration *qui* by party d againſt ants for a lent judg- ſuffered and re- d by the to de- plaintiff of debt the owed 13. Eliz.

MIDDLESEX, to wit. George Croſsley, who ſues as well for our ſovereign lord the king as for himſelf, complains of Thomas Marriott and James Scott, being, &c. of a plea that they render to our ſaid lord the king and ſaid plaintiff, who ſues as aforeſaid, ſix hundred and ſeventy pounds of lawful, &c. which they owe to and unjuſtly detain from them, &c.; for that whereas ſaid defendants of their malice, fraud, colluſion, and guile, after the eleventh day of June, which was in the thirteenth year of the reign of our late ſovereign lady queen Elizabeth of England, France, and Ireland, to wit, on the ſeventh day of July 1781, at Weſtminſter, in the county of Middleſex aforeſaid, were parties to a certain

certain feigned, covenous, and fraudulent ſuit, and in which ſaid ſuit a certain feigned, covenous, and fraudulent judgment was on the ſame day and year laſt aforeſaid, to wit, on the term of the Holy Trinity, in the twenty-firſt year of the reign of our lord the now king, entered of record in the court of our lord the king before the king himſelf, the ſaid court then and ſtill being held at Weſtminſter, in ſaid county of Middleſex, by which ſaid judgment the ſaid Thomas did feignedly, covenouſly, and fraudulently recover againſt the ſaid James five hundred pounds debt, and alſo ſixty-three ſhillings damages, to the purpoſe and intent to delay, hinder, and defraud ſaid plaintiff of his juſt and lawful debt, he the ſaid plaintiff then being a creditor of ſaid James for a certain ſum of money, to wit, the ſum of one hundred and thirty-four pounds five ſhillings and one penny, and ſaid judgment did then and there put, enure, avow, maintain, juſtify, and defend as true, ſimple, and due, *bona fide* and upon good conſideration, by reaſon whereof, and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to ſaid plaintiff, who ſues as aforeſaid (he ſaid plaintiff being the party aggrieved by the ſaid feigned, covenous, and fraudulent ſuit and judgment), to demand and have for our ſaid lord the king and for himſelf the ſaid plaintiff, of and from the ſaid defendants, the ſum of *five hundred pounds*, being the ſum of money contained and recovered by the ſaid Thomas againſt ſaid James by ſaid feigned, covenous, and fraudulent judgment, parcel of ſaid ſum of ſix hundred and ſeventy pounds above mentioned: *And whereas* alſo after the tenth day of June, in the thirteenth year of the reign of our late ſovereign lady queen Elizabeth of England, France, and Ireland, &c. on ſaid day of July 1781, they ſaid defendants intending to delay, hinder, and defraud ſaid plaintiff of a juſt and lawful debt, to wit, of the ſum of one hundred and thirty-four pounds five ſhillings and one penny due by ſaid James to ſaid plaintiff, they the ſaid defendants did feignedly, covenouſly, and fraudulently iſſue out, and cauſe and procure to be iſſued out of the court of our ſaid lord the king, before the king himſelf, the ſaid court then and ſtill being held at Weſtminſter, in the county of Middleſex, a certain feigned, covenous, and fraudulent execution, grounded upon the aforeſaid feigned, covenous, and fraudulent judgment, to wit, a certain writ of our ſaid lord the king, called a *fieri facias*, directed to the ſheriffs of London, whereby ſaid ſheriffs were commanded to levy of the goods of ſaid James five hundred pounds debt, and ſixty-three ſhillings damages; and to have that money before the ſaid lord the king on Tueſday then next after the morrow of All Souls, to render to ſaid Thomas for the ſaid debt and damages, whereof it was alledged the ſaid James was convicted, as appeared to our ſaid lord the king of record, and the ſaid feigned, covenous, and fraudulent execution was afterwards iſſued, they ſaid defendants did put, and each of them did put, enure, and did avow, juſtify, and defend as true, ſimple, and done *bona fide*, and upon good conſideration, and afterwards, to wit, on the ſame day and year laſt aforeſaid, at Weſt- 2d Count.

minſter aforeſaid, they ſaid defendants did cauſe and procure ſaid ſheriffs of London, under colour of ſaid feigned, covenous, and fraudulent writ of execution as aforeſaid, to ſeize, and take into their hands and poſſeſſion, divers goods and chattels of the ſaid James of the value of *ſix hundred and ſeventy* pounds, and upwards, and afterwards then and there ſold the ſame, whereby ſaid plaintiff was delayed, hindered, and defrauded of his ſaid debt of one hundred and thirty-four pounds five ſhillings and one penny, and of ſaid goods whereon to levy ſaid debt ſo as aforeſaid due by ſaid James to ſaid plaintiff, and ſaid plaintiff was wholly delayed, hindered, and prevented from making the ſaid debt of ſaid goods and chattels by reaſon of ſaid feigned, covenous, and fraudulent writ of *fieri facias*, as execution as aforeſaid, by reaſon whereof, and by force of the ſtatute in ſuch caſe made and provided, an action hath accrued to ſaid plaintiff, who ſues as aforeſaid, by being the party aggrieved by ſaid feigned, covenous, and fraudulent execution ſo ſued as aforeſaid, to demand and have for our ſaid lord the king and for himſelf the ſaid plaintiff, of and from the ſaid defendants, they the ſaid defendants being the parties to the ſaid feigned, covenous, and fraudulent execution, and knowing thereof, the whole value of the ſaid goods and chattels ſo as aforeſaid feignedly, covenouſly, and fraudulently taken and ſeized, to wit, the ſum of *ſeventy pounds*, reſidue of the ſaid ſix hundred and ſeventy pounds above demanded; yet, &c.; common concluſions to *qui tam* declarations. J. WALLACE.

One hundred and ſeventy pounds.

One hundred and ſeventy pounds.

Declaration in debt on ſtat. 2. Geo. 2. c. 24. ſ. 7. for corrupting a perſon to vote at an election for a member of parliament for a borough.

SOMERSETSHIRE, to wit. Richard Combe complains of Benjamin Potts, being in the cuſtody, &c. in a plea that he render to plaintiff five hundred pounds of lawful, &c. which he owes to and unjuſtly detains from him; for that whereas the borough of Ivelcheſter, in the county of Somerſet, is an ancient borough, and for a long ſpace of time two burgeſſes of the ſaid borough have been elected and ſent to ſerve as burgeſſes for the ſaid borough in the parliament of this kingdom, to wit, at Ivelcheſter aforeſaid: And ſaid plaintiff further ſays, that on the twenty-firſt day of March, in the firſt year of the reign of our preſent ſovereign lord the now king, under the great ſeal of Great Britain, a writ was iſſued out of his ſaid majeſty's court of chancery, the ſaid court then and ſtill being held at Weſtminſter, in the county of Middleſex, directed to the then ſheriff of the ſaid county of Somerſet, by which ſaid writ our ſaid lord the king reciting: "That whereas by the advice and aſſent of his ſaid majeſty's councils, for certain ardent and urgent affairs concerning his ſaid majeſty's government, the ſtate, and defence of this kingdom of Great Britain and the church, our ſaid lord the king had ordered a certain parliament to be holden at his ſaid majeſty's city of Weſtminſter, on the thirteenth day of May then next enſuing, and there to treat and have conference with the prelates, great men, and peers of his majeſty's realm, our ſaid lord the king commanded and ſtrictly enjoined

the

Writ of

the ſaid ſheriff, that proclamation being made of the day and place aforeſaid, in the next county court of the ſaid ſheriff to be holden after the receipt of that his ſaid majeſty's writ, two knights of the moſt fit and diſcreet of the ſaid county, girt with ſwords; and of every city of the ſame county, two citizens; and of every borough of the ſame county, two burgeſſes of the moſt ſufficient and diſcreet, freely and indifferently by thoſe who at ſuch proclamation ſhould be preſent, according to the form of the ſtatute, &c. the ſaid ſheriff ſhould cauſe to be elected; and the names of thoſe knights, citizens, and burgeſſes ſo to be elected (whether they ſhould be preſent or abſent) the ſaid ſheriff ſhould cauſe to be inſerted in certain indentures to be thereupon made between the ſaid ſheriff and thoſe who ſhould be preſent at ſuch election, and there at the day and place aforeſaid, ſhould cauſe to come in ſuch manner that the knights for themſelves, and the commonalty of ſaid county, and the citizens and burgeſſes for themſelves, and the commonalty of the ſaid cities and boroughs reſpectively, might have from time to time full and ſufficient power to do and conſent to thoſe things which then and thereby the common council of his ſaid majeſty's kingdom (by the bleſſing of God) ſhould happen to be ordained upon the aforeſaid affairs, ſo that for want of ſuch power, or through an improvident election of ſuch knights, citizens, or burgeſſes, the aforeſaid affairs might in no wiſe remain unfiniſhed; willing nevertheleſs, that neither ſaid ſheriff, nor any other ſheriff of his ſaid majeſty's ſaid kingdom ſhould in anywiſe be elected, and the election in ſaid ſheriff's full county ſo made diſtinctly and openly under ſaid ſheriff's ſeal, and the ſeals of thoſe who ſhould be preſent at ſuch election, the ſaid ſheriff ſhould certify to our ſaid lord the king, in his majeſty's chancery, at the day and place aforeſaid, without delay, remitting to our ſaid lord the king one part of ſaid indenture annexed to ſaid writ, together with that writ:" And ſaid plaintiff further ſays, that afterwards, and before the return of ſaid writ, that is to ſay, on ſaid, &c. the ſaid writ ſo directed to the ſheriff of ſaid county of Somerſet, was delivered to John Adams, eſquire, who then and there was ſheriff of the ſaid county of Somerſet, to be executed in due form of law, to wit, at Ivelcheſter aforeſaid, by virtue of which ſaid writ the ſaid ſheriff afterwards, and before the return thereof, to wit, on the ſaid, &c. at the borough of Ivelcheſter aforeſaid, made his precept in writing, ſealed with the ſeal of his office of ſheriff of ſaid county of Somerſet, directed to the ſheriff of ſaid borough of Ivelcheſter aforeſaid, of and for the election within the ſaid borough of two burgeſſes of ſaid borough, according to the form and effect of the ſaid writ; by virtue of which ſaid precept afterwards, and before the return thereof, to wit, on the twenty-ſeventh day of March, in the firſt year of the reign aforeſaid, at the borough of Ivelcheſter aforeſaid, an election of two burgeſſes of ſaid borough to ſerve as burgeſſes of ſaid borough in ſaid then next parliament to be holden as aforeſaid, was had and made, which ſaid election was the firſt and next election of burgeſſes of ſaid borough to ſerve

as burgeſſes for ſaid borough in ſaid parliament of this kingdom, after the committing of the ſeveral offences hereinafter mentioned: And ſaid plaintiff further ſays, that before the iſſuing of ſaid writ, to wit, on the firſt day of March, in the ſaid firſt year of the reign aforeſaid, and before that time at ſaid borough of Ivelcheſter, a general election of repreſentatives to ſerve in parliament for the ſeveral counties, cities, and boroughs of this kingdom being then and there ſhortly expected, the right honourable John Percival, commonly called the earl of Egmont, in the kingdom of Ireland, and Joſeph Toulſon Lockyer, eſquire, and the aforeſaid Richard Combe, the now plaintiff, had declared and offered themſelves as candidates, that of them two might be choſen and returned to ſerve as burgeſſes of and for ſaid borough in the then next parliament of this kingdom; and ſaid John Percival, commonly called the earl of Egmont, in the kingdom of Ireland, and the ſaid Joſeph Toulſon Lockyer and Richard C. eſquire, continued and were candidates for the purpoſes aforeſaid, for a long time, to wit, from ſaid firſt day of March, in the ſaid firſt year, &c. until and at the time of the ſaid election of two burgeſſes, to ſerve as burgeſſes for the ſaid borough in the then next parliament of this kingdom, to wit, at the borough of Ivelcheſter aforeſaid; yet the ſaid defendant well knowing the premiſes, but not regarding the ſtatute in ſuch caſe made and provided, and the penalties therein contained, after the twenty-fourth day of June, in the year of Our Lord 1739, and whilſt he, John Percival, commonly called the earl of Egmont, in the kingdom of Ireland, and the ſaid Joſeph Toulſon Lockyer, eſquire, and Richard Combe, eſquire, were candidates as aforeſaid, to wit, on the fifteenth day of March, in the ſaid firſt year of the reign of our ſaid lord the now king, at the borough of Ivelcheſter aforeſaid, *did unlawfully corrupt one* James White, who then and from thence until and at the ſaid election of burgeſſes, to ſerve as burgeſſes for the borough aforeſaid, in the ſaid then next parliament of this kingdom, had a right to vote in that election, to give his vote for ſaid Joſeph Toulſon Lockyer, eſquire, and the above-named John Percival, commonly called the earl of Egmont, in the kingdom of Ireland, that they the ſaid Joſeph Toulſon Locker, and John Percival, commonly called, &c. might be choſen to ſerve as burgeſſes for ſaid borough in ſaid then next parliament of this kingdom(*a*), *by then and there corruptly giving to ſaid* James White, a large ſum of money, to wit, *the ſum of five guineas as a gift or reward* for ſaid James White to give his vote for ſaid Joſeph Toulſon Lockyer, eſquire, and ſaid John Percival, commonly called, &c. in ſaid election for burgeſſes for the ſaid borough, in ſaid next parliament of this kingdom, againſt the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſaid ſtatute an action hath accrued to ſaid plaintiffs, to demand and have of and from ſaid defendant the ſum of five hundred pounds above demanded; yet ſaid defendant, although often requeſted,

(*a*) The nature and amount of the bribe or reward muſt be ſet out, or judgment may be arreſted. *Vide* Davy v. Baker 4. Burr. 24. 71.

hath not as yet paid to ſaid plaintiff the ſaid ſum of five hundred pounds above demanded, or any part thereof, but hath hitherto wholly refuſed, and ſtill doth refuſe, to the damage of ſaid plaintiff of twenty pounds, and therefore he brings his ſuit, &c.

PITT *at ſuit of* COMBE.

And the ſaid Benjamin, by P. R. his attorney, comes and defends the wrong and injury, when, &c. and prays judgment of the ſaid bill; becauſe he ſays, in this ſame term of St. Michael, before our lord the king at Weſtminſter, came one George Lake, by E. Q. his attorney, and exhibited in the court of our lord the king here, to wit, at Weſtminſter aforeſaid, his certain bill againſt the ſaid defendant, in the cuſtody of the marſhal of the Marſhalſea of our ſaid lord the king, before the king himſelf, of a plea of debt due, found pledges of proſecuting, to wit, John Doe and Richard Roe, and by the ſaid bill the ſaid George Lake complains againſt the ſaid defendant, being in the cuſtody, &c. of a plea that he ſhould render to the ſaid George Lake four thouſand pounds, which he owed to and unjuſtly detained from him, &c.: For that whereas, &c. [ſet forth the declaration in the prior ſuit], as by the record and proceedings thereof remaining in the ſaid court of our ſaid lord the king, before the king himſelf, to wit, at Weſtminſter aforeſaid, more fully appears, which ſaid ſuit ſtill remains depending and undetermined in the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid; and the ſaid defendant avers that the ſaid Benjamin Pitt, named in the ſaid bill of the ſaid George Lake, and him the ſaid Benjamin, the now defendant, named in the ſaid bill of the ſaid plaintiff are one and the ſame perſon, and not diſtinct and different perſons, and the ſaid James White, named in the ſaid bill of the ſaid George Lake, and the ſaid James White, named in a bill of the ſaid plaintiff, are one and the ſame perſon, and not diſtinct or different perſons; and that the ſaid ſuppoſed offence in the ſaid bill of the ſaid George Lake mentioned, and the ſaid ſuppoſed offence in the ſaid bill of the ſaid plaintiff mentioned, are in fact the very ſame offence, and not diſtinct or different offences, to wit, at Ivelcheſter aforeſaid; and this he is ready to verify; wherefore he prays judgment of the ſaid bill of the ſaid plaintiff, and this ſame may be quaſhed, &c.

Plea in abatement of a prior ſuit depending againſt defendant for the ſame cauſe of action at the ſuit of G. L.

J. NASH.

And the ſaid plaintiff ſays, that notwithſtanding any thing above pleaded by the ſaid defendant, the aforeſaid bill of the ſaid plaintiff ought not to be quaſhed; becauſe he ſays, that after the committing of the ſaid ſeveral offences in the ſaid bill mentioned, and before the day of exhibiting the ſaid bill, and alſo before the day of exhibiting the ſaid ſuppoſed bill of the ſaid George Lake in the ſaid plea mentioned, that is to ſay, on the thirtieth day of June, in the ſecond year of the reign of our ſaid lord the now king, he the ſaid *plaintiff* for the recovery of his aforeſaid debt *ſued forth*

Replication to the above plea in abatement, ſhewing the time of ſuing out plaintiff's writ.

out of the court of our lord the now king, before the king himſelf, the ſaid court being then and ſtill at Weſtminſter, in the county of Middleſex, *a certain writ* of our lord the now king called *a latitat againſt the ſaid defendant*, directed to the then ſheriff of the county of Surry, by which ſaid writ our ſaid lord the now king commanded the ſaid ſheriff of Surry aforeſaid, that he ſhould take the ſaid defendant if he might be found in his bailiwick, and ſafely keep him ſo that he might have his body before our ſaid lord the king, at Weſtminſter, *on Saturday next after the morrow of All Souls then next following*, to anſwer unto the ſaid plaintiff in a plea of treſpaſs, and that ſaid ſheriff ſhould then have there that writ, which ſaid writ he ſaid plaintiff had forthcoming in the court of our ſaid lord the king, before the king himſelf, with an order to compel the appearance of ſaid defendant by the return of ſaid writ, in ſaid court here, and that ſaid plaintiff might thereupon implead ſaid defendant, and declare againſt him in the plea aforeſaid, according to the courſe and practice of the ſaid court, for the recovery of his debt aforeſaid above demanded: and ſaid plaintiff further ſaith, *that ſaid defendant was afterwards*, and before the return of ſaid writ, to wit, *on the — day of —, in the ſecond year aforeſaid*, at Kingſton in the county of Surry aforeſaid, in due manner *arreſted upon the ſaid writ*, according to the form of the ſtatute in ſuch caſe made and provided; and that ſaid defendant afterwards, at the return of ſaid writ, to wit, on Saturday next after the morrow of All Souls now laſt paſt, appeared in ſaid court here to the writ aforeſaid, by —— R. his attorney, at the ſuit of ſaid plaintiff, and that thereupon ſaid plaintiff in this preſent Michaelmas term, to wit, on ſaid Saturday next after the morrow of All Souls now laſt paſt, according to his intention aforeſaid, exhibited his aforeſaid bill againſt ſaid defendant in form aforeſaid, for the recovery of his debt aforeſaid above demanded; and this he is ready to verify, wherefore he prays judgment, and that his ſaid bill may be adjudged good, and that ſaid defendant may anſwer over thereto, &c.

J. Yates.

Rejoinder, waiving the miſnomer of iſſues in the writ of latitat, and that the ſame was prior to and without the knowledge of the plaintiff.

And ſaid defendant ſaith, that after the committing of the ſaid ſuppoſed offences in ſaid bill mentioned, and long before the day of exhibiting the ſaid replication or bills of ſaid plaintiff and G. Lake, that is to ſay, *on Michaelmas day laſt paſt, in the ſecond year* of the reign, &c. the ſaid G. Lake ſued forth out of the ſaid court of our ſaid lord the king, before the king himſelf, the ſaid court then and ſtill being held at Weſtminſter, in the ſaid county of Middleſex, *a certain writ of* our ſaid lord the king called a *latitat*, againſt him ſaid *defendant*, directed to the then ſheriff of the county of Surry, by which ſaid writ our ſaid lord the now king commanded ſaid then ſheriff of ſaid county of Surry, that he ſhould take him ſaid defendant if he might be found in his bailiwick, and ſafely keep him, ſo that he might have his body before our ſaid lord the king at Weſtminſter, on *Saturday next after the morrow of All Souls* then next enſuing, to anſwer to ſaid George Lake, in a plea

a plea of treſpaſs, and that ſaid ſheriff ſhould then have there that writ: *And* ſaid defendant further ſaith, that afterwards, and before the return of ſaid writ, *and before ſaid defendant was ſerved with* a copy of *ſaid writ ſo ſued* out by ſaid plaintiff, or had notice of that writ's being ſued, or being intended to be ſued out, to wit, on the ſeventh day of July, in the ſecond year aforeſaid, at Kingſton aforeſaid, in ſaid county of Surry, he ſaid defendant was ſerved with a copy of ſaid writ ſo ſued out by ſaid George Lake, with an Engliſh notice at the bottom thereof, according to the form of the ſtatute in ſuch caſe made and provided, and that in obedience to ſaid writ, he the ſaid defendant, according to the courſe and practice of ſaid court, at the return of ſaid writ ſo ſued out by ſaid George L. to wit, on Saturday next after the morrow of All Souls now laſt paſt, appeared in the ſaid court here to ſaid writ ſued out by ſaid G. L. and that thereupon ſaid George Lake in the term of St. Michael, to wit, on Saturday next after the morrow of All Souls now laſt paſt, exhibited his bill againſt ſaid defendants in form aforeſaid, for the recovery of ſaid ſuppoſed debt by him demanded as aforeſaid; and this ſaid defendant is ready to verify, wherefore as before he prays judgment, &c. and that the ſame may be quaſhed, &c.

J. NASH.

And ſaid plaintiff ſaith, that notwithſtanding any thing above pleaded by ſaid defendant, the aforeſaid bill of ſaid plaintiff ought not to be quaſhed, becauſe he ſays, that by the courſe and practice of the court of our ſaid lord the king, before the king himſelf, writs of *latitat* ſued out before the end of any term are teſted as of the term next preceding the time of their being ſo ſued; but ſaid plaintiff further ſaith, that ſaid writ of *latitat* above alledged to have been ſued forth out of the ſaid court here by the above-named G. L. although the ſame was atteſted on the thirteenth day of June aforeſaid, in ſaid ſecond year of his preſent majeſty's reign, being the laſt day of Trinity term in that year, was really and in fact ſued forth on the thirteenth day of July in the ſame year, and not before, and that the aforeſaid writ of *latitat* which he ſaid plaintiff ſued forth out of our court of our lord the king here againſt ſaid defendants as aforeſaid, and which was teſted on the thirtieth day of June aforeſaid, in ſaid ſecond year of his preſent majeſty's reign, was really and in fact ſued out by the ſaid plaintiff againſt ſaid defendant for the cauſe aforeſaid, long before ſaid writ of *latitat* in ſaid rejoinder mentioned was really and truly ſued out by ſaid G. that is to ſay, on the ſaid day of July, in ſaid ſecond year of his ſaid majeſty's reign, to wit, at Wincheſter aforeſaid; and that he ſaid plaintiff afterwards, and with all convenient ſpeed, to wit, on the day and year in the above replication for that purpoſe mentioned, did ſerve a copy of his ſaid writ on ſaid defendant, and on this appearance of ſaid defendant for the cauſe and in the manner aforeſaid; and this he ſaid defendant is ready to verify, wherefore he prays judgment that his aforeſaid bill may be adjudged good, and that ſaid defendants may anſwer over thereto.

J. YATES.

Surrejoinder [illegible] that writs [illegible] ing in vacat[illegible] are teſted a[illegible] the laſt day [illegible] the prece[illegible] term; but [illegible] G. L.'s [illegible] was ſo te[illegible] it was in [illegible] fued out [illegible] wards, and [illegible] ter plaintiff

And

...rrer to ...rejoinder.

And ſaid defendant ſaith, that ſaid plea of ſaid plaintiff by way of ſurrejoinder above pleaded, and the matters therein contained, are not ſufficient in law to maintain ſaid bill of ſaid plaintiff againſt him ſaid defendant, to which ſaid ſurrejoinder, in manner the ſame is above pleaded and ſet forth, ſaid defendant is not under any neceſſity nor in anywiſe bound by the law of the land to anſwer; and this ſaid defendant is ready to verify; wherefore for want of a ſufficient ſurrejoinder in this behalf, ſaid defendant as before prays judgment of ſaid bill of ſaid plaintiff, and that the ſame may be quaſhed, &c. and for cauſes of demurrer in law, according to the form of the ſtatute in ſuch caſe made and provided; and defendant ſets down and ſhews to the court here the cauſe following, to wit, for that ſaid ſurrejoinder does not ſuſtain the above replication of ſaid plaintiff, but is a departure therefrom in this, that by ſaid replication of ſaid plaintiff, in order to maintain a priority of ſuit, hath pleaded and inſiſted that he ſued out a *latitat* in this cauſe againſt ſaid defendant on the *thirtieth day of June*, in the ſecond year of the reign of his preſent majeſty, and yet by his ſaid ſurrejoinder he hath inſiſted that ſuch writ of *latitat* was ſued out at a different time, to wit, on the *firſt day of July*, in the ſecond year aforeſaid; and alſo for that ſaid plaintiff hath not traverſed or denied the ſervice of the ſaid writ of *latitat* ſued out by ſaid G. L. to be before the ſervice of ſaid writ of *latitat* ſued out by ſaid plaintiff, as he ſaid defendant hath by his ſaid rejoinder above alledged, and the ſaid rejoinder is in other reſpects uncertain, inſufficient, and informal, &c.

...arture.

...h not tra- ...ed ſuing out ...by G. L.

J. NASH.

...er in ſaid ...rrer.

And ſaid plaintiff prays a day to imparl to ſaid demurrer, and it is granted him, &c. and thereupon a day is given to the parties aforeſaid, to come before our lord the king, at Weſtminſter, until Wedneſday next after fifteen days of Eaſter, that is to ſay, for ſaid plaintiff to imparl to ſaid demurrer, and then to join in demurrer thereto, at which day before our lord the king, at Weſtminſter, came the parties aforeſaid, by their attornies aforeſaid, and ſaid plaintiff ſaith, that ſaid plea of ſaid plaintiff by way of ſurrejoinder above pleaded, and the matters therein contained are ſufficient in law to maintain ſaid bill of ſaid plaintiff to be good againſt ſaid defendant, which ſaid ſurrejoinder, and the matters therein contained, ſaid plaintiff is ready to verify, and prove as the court ſhall award; and becauſe ſaid plaintiff hath not anſwered ſaid ſurrejoinder, nor denied the ſame as plaintiff as before prays judgment, and that ſaid bill may be adjudged good, and that ſaid defendant may anſwer over thereto; but becauſe the court of our lord the king here is not yet adviſed what judgment to give in the premiſes, a day is therefore given to the parties aforeſaid, to come before our lord the king, at Weſtminſter, until next, after to hear judgment thereon, for that the court of our ſaid lord the king here is not yet adviſed thereof, &c.

Judgment thereon, plaintiff ... ponderat ...

At which day came as well ſaid plaintiff, by his attorney aforeſaid, as ſaid defendant by his attorney before named, before our lord the king, at Weſtminſter, but becauſe, &c. [there was another continuance the ſame as the laſt] at which day came as well ſaid plaintiff, by his attorney aforeſaid, as ſaid defendant by his attorney above-named, before our lord the king, at Weſtminſter, whereupon all and ſingular the premiſes having been ſeen and here fully underſtood by the court of our ſaid lord the king, and mature deliberation being thereupon had, for that it appears to this court that ſaid plea of ſaid plaintiff by way of ſurrejoinder above pleaded, and the matters therein contained, are ſufficient in law to maintain the ſaid bill againſt ſaid defendant, it is conſidered by the ſame court here, that the ſaid defendant have a further day to plead in chief to ſaid declaration of ſaid plaintiff, and a further day is here given by ſaid court of our ſaid lord the king, before the king himſelf to ſaid parties, until next after to plead to ſaid declaration of ſaid plaintiff, at which ſaid day as well ſaid plaintiff, by his attorney aforeſaid, as alſo ſaid defendant, by his attorney above-named, appeared before our ſovereign lord the king, at Weſtminſter, and ſaid defendant, by his attorney, defends the wrong and injury, when, &c. and ſo for that, &c.

Declaration debt againſt ſheriff's ... for extortion.

MIDDLESEX, to wit. W. J. late of, &c. was ſummoned to anſwer to J. A. of a plea that he render to him the ſum of one hundred and ſixty two pounds of lawful, &c. which he the ſaid William owes to him, and unjuſtly detains, &c. and whereupon the ſaid J. A. by A. B. his attorney, ſays, that one J. W. ſued forth out of the court of our lord the king of the bench, at Weſtminſter, a certain writ of our ſaid lord the king againſt the ſaid J. A. at the ſuit of him the ſaid J. W. called a *capias ad reſpondendum*, directed to the ſheriff of Middleſex, by which ſaid writ the ſaid lord the king commanded the ſaid ſheriff that he ſhould take the ſaid J. A. if he ſhould be found in his bailiwick, and him ſafely keep, ſo that he might have his body before our ſaid lord the king's juſtices, at Weſtminſter, on the morrow of All Souls, to anſwer the ſaid J. W. in a plea, wherefore with force and arms the cloſe of the ſaid J. W. at Weſtminſter, he broke, and other wrongs to him did, to the great damage of the ſaid J. W. and againſt our ſaid lord the king's peace, and alſo that the ſaid J. A. might anſwer the ſaid J. W. according to the cuſtom of our ſaid lord the king's court of common bench, in a certain plea of treſpaſs on the caſe upon promiſes, to the damage of the ſaid J. W. of thirty pounds, and that he ſhould have there then that writ, which ſaid writ, before the delivery thereof to the ſaid ſheriff, was indorſed, requiring bail from the ſaid J. A. for ten pounds, by virtue of an affidavit of the cauſe of action of the ſaid J. W. againſt the ſaid J. A. in that behalf, filed of record in the ſaid court of our ſaid lord the king of the bench, at Weſtminſter, according to the form of the ſtatute in ſuch caſe made and provided, which ſaid writ

writ ſo indorſed as aforeſaid, afterwards, and before the return of the ſaid writ, afterwards, to wit, on, &c. at, &c. was delivered to A. B. and C. D. eſquires, the ſaid A. B. and C. D. then and until, and at and after the return of the ſaid writ, being ſheriff of the ſaid county of Middleſex, to be executed in due form of law, by virtue of which ſaid writ the ſaid A. B. and C. D. ſo then being ſheriff of the ſaid county of Middleſex as aforeſaid, and afterwards, and before the return of the ſaid writ, to wit, on, &c. for having execution of the ſaid writ, duly made his certain warrant in writing, directed to the ſaid W. J. who then and from thence until and at and after the return of the ſaid writ, was one of the bailiffs of the then ſheriff of the ſaid county of Middleſex, by which ſaid warrant the ſaid then ſheriff of the county of Middleſex, commanded the ſaid W. J. that he ſhould take the ſaid J. A. if he ſhould be found in his the ſaid ſheriff's bailiwick, and him ſafely keep, ſo that he the ſaid then ſheriff might have his body before our ſaid lord the king's juſtices, at Weſtminſter, at the return of the ſaid writ, to anſwer to the ſaid J. W. according to the exigence of the ſaid writ, which ſaid warrant was alſo marked for bail for ten pounds, and which ſaid warrant ſo marked as aforeſaid, afterwards, and before the return of the ſaid writ, to wit, on, &c. at, &c. was delivered to the ſaid W. J. he the ſaid W. J. ſo then and until and after the return of the ſame writ, being one of the bailiffs of the ſaid then ſheriff of Middleſex, to be executed in due form of law, by virtue of which ſaid warrant the ſaid W. J. ſo being one of the bailiff of the ſaid then ſheriff of Middleſex as aforeſaid, afterwards, and before the return of the ſaid writ, to wit, on, &c. took and arreſted the ſaid J. A. by his body for the cauſe aforeſaid, at the ſuit of the ſaid J. W. and then and there had him the ſaid J. A. in his cuſtody: And the ſaid J. A. further ſays, that the ſaid W. J. × having ſo taken and arreſted the ſaid J. A. by his body for the cauſe aforeſaid, and ſo having him in cuſtody aforeſaid, by virtue of the ſaid writ and warrant, the ſaid W. J. ſo then being ſuch bailiff as aforeſaid, he the ſaid W. J. on, &c. at, &c. demanded, took, and received of and from the ſaid J. A. the ſum of *nineteen ſhillings and ſixpence for waiting till the ſaid J. A. had given bail to the ſaid writ*, which ſaid ſum of money ſo demanded, taken, and received by the ſaid W. J. of the ſaid J. A. for the cauſe aforeſaid, in manner aforeſaid, then and there was and is a greater ſum of money than at that time of taking thereof was by law allowed to be taken or demanded on that occaſion, contrary to the form of the ſtatute in ſuch caſe made and provided, whereby he the ſaid W. J. ſo then being one, &c. according to the form of, &c. forfeited for his ſaid offence the ſum of fifty pounds; and whereby and by force of the ſtatute in that caſe made and provided, an action hath accrued to the ſaid J. A. to demand and have of and from the ſaid W. J. the ſaid fifty pounds ſo forfeited as aforeſaid, parcel of the ſaid one hundred and ſixty-two pounds above demanded: And whereas, &c. [2d Count, exactly the ſame as the laſt, only inſtead of the words in Italics, ſay,

" ten

"ten ſhillings and ſixpence for detaining him the ſaid W. J."]: And whereas, &c. [3d Count like the former, only inſtead of the words in Italic ſay, one pound ſeventeen ſhillings as and for the the expences of him the ſaid J. A. during the time he the ſaid J. A. was ſo under arreſt and in cuſtody as aforeſaid"]: And whereas, &c. [the ſame as the laſt, till you come to this mark ×, when conclude as follows]: ſo being a bailiff, and an officer of the ſaid then ſheriff of the ſaid county of Middleſex, and ſo having him the ſaid J. A. in his cuſtody as aforeſaid, he the ſaid W. J. afterwards, to wit, on, &c. took of and from the ſaid J. A. C. A. and C. H. a certain bail bond or obligation for the appearance of the ſaid J. A. at the return of the ſaid laſt-mentioned writ, according to the exigence thereof: And the ſaid J. A. further ſays, that the ſaid W. J. ſo being, &c. took of and from the ſaid J. A. the ſum of twenty ſhillings for the making of the ſaid obligation, which ſaid ſum of money ſo demanded, &c. &c. [as before]: 5th Count, money had and received: 6th Count, money paid, &c.; yet, &c.; common concluſion in debt.] V. LAWES.

3d Count. 4th Count.

Nil debet, &c. Therefore the ſheriff is commanded that he cauſe to come here, on, &c. twelve, &c. by whom, &c. and who neither, &c. to recognize, &c. becauſe as well, &c.

Plea.

LONDON, to wit. William Morſs, who ſues in this behalf as well for our preſent ſovereign lord the king as for himſelf, complains of Thomas Swift, being, &c. who as well, &c. of four hundred pounds of lawful money of Great Britain, which he owes to them, and unjuſtly detains, &c. for this, that the ſaid Thomas after the twenty-eighth day of May, in the year of Our Lord 1739, to wit, upon the twenty-fifth day of May, in the year of Our Lord 1750, at London, to wit, in the pariſh of the Bleſſed Mary of the Arches, in the ward of Cheap, did unlawfully and contrary to the form of the ſtatutes in ſuch caſes lately made and provided, mark and ſtamp, and cauſe and procure to be marked and ſtamped, a certain piece of wrought plate of ſilver, to wit, a ſilver haſt for a knife, with a counterfeit mark, ſtamp, and impreſſion to reſemble the impreſſion of one of the marks and ſtamps of the Company of Goldſmiths in London, that is to ſay, the lion paſſant, then and long before uſed by the ſaid company, in purſuance of the ſaid ſtatute in that caſe made and provided, by reaſon whereof the ſaid Thomas, by force of the ſaid ſtatute in that caſe made and provided, hath forfeited the ſum of one hundred pounds for the ſaid offence, one moiety thereof to our ſaid lord the king, and the other moiety thereof to the ſaid William, who as well, &c. and whereby and by force of the ſtatute in that caſe made and provided, an action hath accrued to the ſaid William, who as well, &c. and to demand and have as well for our ſaid lord the king as for himſelf of the ſaid Thomas, the ſaid one hundred pounds, parcel of the four hundred pounds above demanded: And the ſaid William,

For a counterfeit ſtamp plate. 12. Geo. 2. c. 26. f. 8. Penalty 100l.

William, who as well, &c. further ſaith, that the ſaid Thomas after, &c. and at, &c. did unlawfully and contrary to the form of the ſaid ſtatute, caſt, forge, and counterfeit, and cauſe and procure to be caſt, forged, and counterfeited, a mark, ſtamp, and impreſſion to reſemble a mark, ſtamp, and impreſſion to be made with a mark and ſtamp of the ſaid Company of Goldſmiths, in London, then and long before uſed by the ſaid Company of Goldſmiths, in London, in purſuance of the ſaid ſtatute, by reaſon whereof, &c.: Did unlawfully and contrary to the form of the ſaid ſtatute ſell and manufacture of ſilver, to wit, another ſilver haft for a knife, with a forged and counterfeited mark, ſtamp, and impreſſion thereon put to reſemble a mark, ſtamp, and impreſſion of the ſaid Company of Goldſmiths, in London, he the ſaid Thomas then and there knowing the ſaid mark, ſtamp, and impreſſion on the ſaid manufacture laſt above mentioned to be forged and counterfeited, by reaſon whereof, &c.

Count.

Selling wine by retail without licence. 5 Car. 2. c. 5. l. 1.

MIDDLESEX, to wit. William Bennett, who proſecutes in this behalf as well for our ſovereign lord the king as for himſelf, complains of John Smith, being in the cuſtody of the marſhal, &c. of a plea that he render to our ſaid lord the king and to the ſaid William, who proſecutes as well for his ſaid majeſty as for himſelf, two hundred pounds of lawful money, &c. which to the ſaid lord the king and to the aforeſaid William, who proſecutes as well for his ſaid majeſty as for himſelf, he oweth and unjuſtly detaineth; for this, that the ſaid John at forty ſeveral times between the tenth day of February, in the twenty-ninth year of the reign of the ſaid lord the king, and the tenth day of January, in the thirtieth year of his reign, at Weſtminſter, in the county of Middleſex, hath ſold and uttered by retail, that is to ſay, by the bottle, commonly called the quart bottle, the quart, the pint, and the half pint, to ſeveral perſons whoſe names to the ſaid W. are wholly unknown, two ſeveral bottles, commonly called quart bottles, of red port wine, two ſeveral quarts of other red wine, two ſeveral quarts of other red port wine, two ſeveral quarts of white wine, two ſeveral quarts of white port wine, four ſeveral pints of other red wine, four ſeveral pints of other red port wine, two ſeveral pints of Sherry wine, two ſeveral pints of Madeira, two ſeveral pints of other white wine, four ſeveral half pints of other red wine, four ſeveral half pints of other red port wine, four ſeveral half pints of Mountain wine, and two ſeveral half pints of other white wine; all which wines were ſold by the aforeſaid John, to be drank and ſpent at Weſtminſter aforeſaid, in the county aforeſaid, he the ſaid John not being at any of the times of his ſelling and uttering the ſaid wines, or any of them by retail as aforeſaid, authorized and enabled in manner and form aforeſaid, as by the ſtatute in ſuch caſe made and provided is preſcribed and appointed, contrary to the form and effect of the ſaid ſtatute, whereby the aforeſaid John by force

force of the ſaid ſtatute, hath forfeited to the ſaid lord the king and to the aforeſaid William, two hundred pounds of, &c. to wit, the ſum of five pounds for every ſeveral offence of the offences aforeſaid abovementioned, whereby and by virtue of the ſaid ſtatute an action hath accrued to the aforeſaid William, who proſecutes as well for his ſaid majeſty as for himſelf, to receive and have from the aforeſaid John, as well for the ſame lord the king as for himſelf the ſaid W. the aforeſaid two hundred pounds ſo as aforeſaid forfeited; notwithſtanding the aforeſaid John, though often requeſted to pay the aforeſaid two hundred pounds to the ſaid lord the king and to the aforeſaid William, hath not paid, but hitherto denied, and now doth deny ſo to do, to the damage of him the ſaid William of fifty pounds, and thereupon as well for our ſaid lord the king as for himſelf he bringeth ſuit, &c.

For loſing at one time hazard, 9 A. c. 14, 18. 18. Geo. 2. 34. f. 8. (a)

MIDDLESEX, to wit. J. F. who ſues in this particular as well for the poor of the pariſh of St. Martin's in the Fields as for himſelf, complains of Adam Dale being, &c. of a plea that he render to, &c. eighty pounds, which, &c.; for that the ſaid Adam after the firſt day of May 1711, to wit, on the firſt day of January 1738, at the parliament aforeſaid, in the ſaid county of Middleſex, was indebted to one Thomas Smith in twenty pounds of lawful, &c. for money which he the ſaid Thomas on the ſame day and year there had loſt to the ſaid Adam at one and the ſame time, at a certain play with box and dice called hazard, and which the ſaid Thomas had then and there paid to the ſaid Adam, whereby and by force of the ſtatute made in the ninth year of our ſovereign lady Anne, late queen of Great Britain, &c. at Weſtminſter, in the county of Middleſex aforeſaid, intitled, "An Act for the "better preventing of exceſſive and deceitful Gaming," an action hath accrued to the ſaid Thomas to demand and have of the ſaid Adam the ſaid ſum of twenty pounds ſo loſt and paid, and he the ſaid Thomas has not within the ſpace of three months next after the loſing and payment of the ſaid twenty pounds, in anywiſe proſecuted the ſaid Adam for the recovery of the ſaid twenty pounds by him the ſaid Thomas ſo loſt and paid to the ſaid Adam as aforeſaid; whereby and by force of the ſtatute, &c. an action hath accrued to the ſaid poor, &c. eighty pounds, to wit, the ſaid twenty pounds ſo loſt and paid as aforeſaid, and ſixty pounds, being treble the value of the ſaid twenty pounds; yet, &c.

(a) Every perſon loſing 10l. at one ſitting, or 20l. in 24 hours, may be indicted and fined five times the value.

For refuſing pariſhioner inſpect a rate. 17. c. 38. f. 13. penalty not than 10s.

DORSETSHIRE, to wit. Andrew Oram complains againſt John Reynolds, being, &c. of a plea that he render to the ſaid Andrew twenty pounds of lawful money of Great Britain, which he owes to and unjuſtly detains from him, for this:—that whereas the town and borough of Shaſton, otherwiſe Shafteſbury, in the

more than 5l. to be convicted within two calendar months after the offence committed

ſaid

ſaid county of Dorſet, now is, and from time whereof the memory of man is not to the contrary, hath been an ancient town and borough; and whereas the pariſh of St. Peter's, in the ſaid county of Dorſet, now is, and for all the ſaid time whereof the memory of man is not to the contrary, hath been an ancient pariſh, and which time out of mind hath been partly within the ſaid borough of Shaſton, otherwiſe Shaftſbury, and partly out of the ſaid borough, but in the county of Dorſet aforeſaid; and whereas the ſaid Andrew on the eighteenth day of April, in the year of Our Lord 1751, and long before was, and ever ſince hath been and ſtill is an inhabitant and parishioner within the ſaid pariſh of St. Peter, and without that part thereof which lies, and from time out of mind hath lain within the ſaid borough of Shaſton, otherwiſe Shaftſbury, that is to ſay, the borough aforeſaid; and whereas the ſaid John Reynolds on the ſame day and year aforeſaid, and before and long afterwards was one of the overſeers of the poor of that part of the ſaid pariſh of St. Peter which lies, and time out of mind hath lain within the ſaid borough, and during all that time was authoriſed to take care of the poor of that part of the ſaid pariſh lying within the ſaid borough, that is to ſay, at the borough aforeſaid; and whereas alſo on the ſaid day and year aforeſaid, at the borough aforeſaid, a certain rate was made for the neceſſary relief of the poor of that part of the ſaid pariſh lying within the ſaid borough; and the ſaid rate afterwards, that is to ſay, on the twelfth day of May, in the year of Our Lord 1751, at the borough aforeſaid, was allowed by John Leonard, eſquire, then mayor of the ſaid borough, and Charles Pinſent, gentleman, then being two juſtices of the peace of our preſent ſovereign lord the king, aſſigned to keep the peace of our ſaid lord the king within the borough aforeſaid, and alſo to hear and determine divers felonies, treſpaſſes, and other miſdeeds done and committed within the ſaid borough, one of them, to wit, the ſaid John Lambert then being of the quorum: And the ſaid Andrew further ſaith, that afterwards, to wit, on the next Sunday after the ſame rate was ſo allowed as aforeſaid, that is to ſay, on the nineteenth day of May, in the year of Our Lord 1751, public notice was given in the ſaid pariſh church of the ſaid pariſh of that rate having been ſo allowed by the ſaid juſtices, that is to ſay, at the borough aforeſaid: And the ſaid Andrew further ſaith, that the ſaid Andrew at a ſeaſonable time afterwards, that is to ſay, on the ſeventeenth day of November, in the year of Our Lord 1751, at the borough aforeſaid, requeſted the ſaid John Reynolds, then being one of the overſeers as aforeſaid, to permit him the ſaid Andrew to inſpect the ſaid rate, and then and there tendered unto and offered to the ſaid John Reynolds to pay him one ſhilling for the ſame, according to the form of the ſtatute in ſuch caſe made and provided; nevertheleſs the ſaid John Reynolds not regarding the ſtatute in ſuch caſe lately made and provided, nor fearing the penalties therein contained, did not admit the ſaid Andrew to inſpect the ſaid rate, but then and there neglected and refuſed ſo to do, contrary to the

form of the ſaid ſtatute, whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid Andrew, to demand and have of the ſaid John Reynolds the ſaid twenty pounds: yet the ſaid John Reynolds, although often requeſted, the ſaid twenty pounds to the ſaid Andrew hath not yet rendered, but hath hitherto altogether denied, and ſtill doth deny to render the ſame to him, and unjuſtly detains the ſame from him, to the damage of the ſaid Andrew of twenty pounds, and thereof he brings ſuit, &c. pledges, &c.

CUMBERLAND, to wit. Francis Hetherington, late of Nunnery, in the ſaid county, yeoman, was ſummoned to anſwer George Louthian and Bridget his wife, of a plea that he render to them thirty-four pounds, which he oweth to and unjuſtly detaineth from them; and whereupon the ſaid George and Bridget, by John Holme their attorney, ſay, that whereas the ſaid George and Bridget, in right of the ſaid Bridget, now are and for four years laſt paſt were owners and proprietors of all and ſingular the tithes of corn and grain yearly during that time growing, renewing, happening and ariſing within the pariſh of Ainſtable, otherwiſe Ainſtaple, in the ſaid county, and the bounds and limits and tythable places thereof: And whereas alſo the ſaid Francis now is, and for all the time aforeſaid was occupier and poſſeſſor of divers, to wit, forty acres of land, with the appurtenances, lying and being within the pariſh aforeſaid, and the bounds, limits, and tithable places of the ſame pariſh; and whereas all and ſingular the tithes of corn and grain yearly growing, renewing, ariſing, and happening in, upon, and from the ſaid lands, with the appurtenances, for forty years next before the fourth day of November, in the ſecond year of the reign of Edward the ſixth, late king of England, and on the ſame fourth day of November, of right were yielded and payable to the owner and proprietor of the ſaid tithes, for the time being, in their proper kinds; and the ſaid Francis being occupier and poſſeſſor of the ſaid lands, with the appurtenances, for the ſaid time in manner aforeſaid, and the ſaid George and Bridget being owners of the ſaid tithes as aforeſaid, the ſaid Francis within the ſaid four years now laſt paſt, to wit, on the twenty-fifth day of March, in the year of Our Lord 1732, and alſo on the twenty-fifth day of March, in the year of Our Lord 1733, ſowed the ſaid forty acres of land with ſeveral kinds of corn and grain, to wit, with wheat, rye, barley, oats, and peaſe; and the ſaid Francis afterwards, to wit, on each tenth day of September, in the reſpective years of Our Lord 1732, and 1733, cut down, reaped, and gathered the corn and grain ariſing, coming, and renewing from the ſaid corn and grain ſown in the ſeveral years laſt-mentioned, the tithes of which ſaid corn and grain ſo reaped and gathered belonged to the ſaid George and Bridget as aforeſaid, and to them ought to have been paid and yielded; nevertheleſs the ſaid Francis being a ſubject of this kingdom, well knowing all and ſingular the premiſes aforeſaid, after the cutting,

Upon a ſ… 6. for the… ting out … This action … for an exec… but not a… him, Sid… 181. nor … be brought … *tam.* Cro. … 621. Moor … Hetly … *contra.*

reaping, and gathering together the corn and grain aforeſaid in the ſaid ſeveral years, to wit, on the twentieth day of September, in the year of Our Lord 1732, and alſo on the twentieth day of September, in the year of Our Lord 1733, took and carried away the ſaid corn and grain ariſing in the ſaid reſpective years as aforeſaid, from the ſeveral places where the ſame grew, and where the ſame ought to have been tithed, the tenth part of the ſaid corn or grain, or any parts thereof, from the nine parts reſidue thereof, by the ſaid Francis for the tithes thereof not being divided, ſepa-

omiſſion of words bad demurrer, but after ver- Carth. 384.

rated, or ſet out, *nor any agreement or compoſition for the* tithes of the ſaid corn and grain, or any part thereof, by the ſaid Francis with the ſaid George or Bridget, or either of them, being had or made, contrary to the form of the ſtatute in that caſe made and provided: And the ſaid George and Bridget do aver, that the tenth part of the ſaid corn and grain not divided or ſet out from the nine parts thereof, reſidue as aforeſaid, at the time of taking and carrying away the ſame of the value of eight pounds of, &c. to wit, at the pariſh aforeſaid; whereby and by force of the ſtatute aforeſaid, an action hath accrued to the ſaid George and Bridget, to demand and have of the ſaid Francis the ſaid twenty-four pounds, to wit, the treble value of the ſaid tenth part of the ſaid corn and grain not divided or ſet forth by the ſaid Francis from the nine parts thereof, reſidue as aforeſaid, and taken and carried away againſt the form of the ſtatute aforeſaid; nevertheleſs the ſaid Francis, although often requeſted, hath not yet rendered to the ſaid George and Bridget the ſaid twenty-four pounds, or any part thereof, but hath hitherto altogether denied, and ſtill doth deny to render the ſame, wherefore they ſay they are damnified to the value of ten pounds,

Fl. 621. Raſt. 651.

and thereof they bring ſuit, &c. *Nil debet*, not guilty may be pleaded.

No coſts in this action, unleſs the ſurplus damages found by the jury be leſs than twenty nobles. 8. & 9. Will. 3. c. 11.

———, to wit. J. B. the elder, late of M. in the ſaid county, collier, was ſummoned to anſwer J. P. gentleman, of a plea that he render to the ſaid J. P. three thouſand pounds of lawful money of Great Britain, which he owes to and unjuſtly detains, &c.; and whereupon the ſaid J. P. by his attorney, ſays, that he the ſaid J. P. on the ſeventeenth day of November, in the year of Our Lord 1742, and before was, and continually from thence hitherto hath been, and ſtill is lawfully poſſeſſed of and in a certain coal work, or mine of coal, with the appurtenances, lying and being in the pariſh of H. in the ſaid county of S.; yet the ſaid B. well knowing the premiſes, but diſregarding the ſtatute in ſuch caſe lately made and provided, after the twelfth day of June 1740, and whilſt the ſaid J. P. was ſo poſſeſſed of his ſaid coal-work and mine, and mine of coal, that is to ſay, on the ſeventeenth day of November, in the ſaid year of Our Lord 1742, unlawfully, wrongfully, and maliciouſly did divert, and cauſed to be diverted,

turning wa- from a coal- 13. Geo. 2. c. 1. pet- drowning ble to pay damages, full coſts.

diverted, water from divers, to wit, two brooks or water-courſes in the pariſh of M. in the county aforeſaid, in the ſaid coal-work of the ſaid J. P. againſt the form of the ſtatute in ſuch caſe lately made and provided: And the ſaid J. P. ſaith, that his ſaid coal-work, by reaſon thereof, was ſo greatly overflowed with water, that he the ſaid J. P. for a long ſpace of time, that is to ſay, from the time of the ſame being ſo overflowed as aforeſaid, until the day of iſſuing the original writ of the ſaid J. P. could not work his ſaid coal mine, but during that time loſt and was deprived of the profit, benefit, and advantage of his ſaid coal-work, and mine of coal, and was compelled and under a neceſſity to expend and lay out divers large ſums of money in endeavouring to clear out the ſaid water, and to recover and obtain the uſe and benefit of his ſaid coal-work, and mine of coal: And the ſaid J. P. ſaith, that by reaſon of the premiſes he was injured, and ſuſtained damage to the value of one thouſand pounds of lawful money of this realm, that is to ſay, at the pariſh of H. aforeſaid, whereby and by force of the ſaid ſtatute, an action hath accrued to the ſaid J. P. to demand and have from the ſaid J. B. the ſaid ſum of three thouſand pounds, being treble the ſaid damages; nevertheleſs the ſaid J. B. although often requeſted, hath not paid to the ſaid J. P. the aforeſaid three thouſand pounds, or any part thereof, but hath hitherto refuſed to pay the ſame to him, to the damage of the ſaid J. P. of forty pounds, and therefore he brings ſuit, &c.

MIDDLESEX, to wit. Richard Dacres, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of Henry Burr, being in the cuſtody of the marſhal of the marſhalſea, &c. in a plea that he render to our ſaid lord the king and to the ſaid Richard, who as well, &c. eighty pounds, which he owes to and unjuſtly detains from them, for this, the ſaid Henry not regarding the ſtatute in ſuch caſes lately made and provided, nor fearing the penalty therein contained, after the twenty-fifth day of March, in the year of Our Lord 1703, to wit, on the nineteenth day of October, in the year of Our Lord 1732, at Weſtminſter, in the county of Middleſex, wrote and ingroſſed, or cauſed to be written or engroſſed upon a piece of parchment, part of a writing, to wit, William Stone, ſon of John Stone, of Mark, is, and alſo upon the ſame piece of parchment, other part of a writing, to wit, to William Weeks, of the pariſh of St. Mary's, in Marlborough, the ſame writing purporting to be, that the ſaid William Stone put himſelf apprentice to the ſaid William Weeks, for ſix years, in reſpect of which ſaid parts of the ſaid writing ſo written and ingroſſed by the ſaid Henry as aforeſaid, ſeveral duties were then payable to the ſaid now lord the king, by force of the ſtatutes in ſuch caſes lately made and provided, and on which ſaid piece of parchment there had been then before written other matters, to wit, another agreement of apprenticeſhip between other perſons, in reſpect of which ſaid other agreement of

For ingrossing indentures, &c. before stamping, 8. Ann. c. 9. s. 36, 37, 38.

apprenticeſhip, ſeveral other duties were alſo payable to the ſaid now lord the king, by force of the ſtatutes in ſuch caſes made and provided, which ſaid parts of the ſaid writings ſo written and ingroſſed by the ſaid Henry as aforeſaid, were ſo written and ingroſſed before the ſaid piece of parchment was again marked or ſtamped, according to the ſtatute in ſuch caſe made and provided; by reaſon whereof the ſaid Henry, by force of the ſtatute in ſuch caſe made and provided, hath forfeited for his ſaid offence the ſum of twenty pounds, one moiety thereof to the ſaid lord the king, and the other moiety thereof to the ſaid Richard, who as well, &c. and whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid Richard, who as well, &c. to demand and have for the ſaid lord the king and for himſelf the ſaid twenty pounds, parcel of the ſaid eighty pounds above demanded: And the ſaid Richard, who as well, &c. further ſaith, that the ſaid Henry, not regarding the ſtatutes in ſuch caſe lately made and provided, nor fearing the penalty therein contained, after the twenty-fifth day of March, in the ſaid year 1703, to wit, on the nineteenth day of October, in the year of Our Lord 1732 aforeſaid, at Weſtminſter aforeſaid, fraudulently eraſed and ſcraped out, and cauſed to be eraſed and ſcraped out the dates and names of the perſons written in another writing, purporting to be an indenture of apprenticeſhip, in reſpect whereof ſeveral duties were payable to the ſaid lord the king, by force of the ſtatutes in ſuch caſes lately made and provided; by reaſon whereof the ſaid Henry, and by force of the ſtatute in ſuch caſe lately made and provided, hath forfeited another ſum of twenty pounds, one moiety thereof to the ſaid lord the now king, and the other moiety thereof to the ſaid Richard, who as well, &c. whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid Richard, who as well, &c. to demand and have as well for the ſaid lord the king as for himſelf of the ſaid Henry the ſaid twenty pounds laſt above mentioned, other parcel of the ſaid eighty pounds above demanded; yet the ſaid Henry, although often requeſted, &c. [There were two other Counts in the ſame manner as theſe above mentioned.]

Not ſtamped indentures of apprenticeſhip, 8. Ann. c. 9. ſ. 36, 37.

LANCASHIRE, to wit. Robert Doves, who ſues as well for our ſovereign lord the king as for himſelf in this behalf, complains of Henry Breadon being in the cuſtody of the marſhal, &c. of a plea that he render to the ſaid lord the king and the ſaid Robert, who as well, &c. fifty pounds which he owes to our ſaid lord the king and the ſaid Robert, who as well, &c. and unjuſtly detains from them; for this, that whereas after the firſt day of May, in the year of Our Lord 1715, to wit, on the fifteenth day of May, in the year of Our Lord 1731, in that part of Great Britain called England, to wit, at Lancaſter, in the ſaid county of Lancaſter, and not within the cities of London or Weſtminſter, nor within the weekly bills of mortality, by certain articles of agreement in writing then and there made, ſealed, and executed

by and between Richard Herdman of Sleapleak, in the county of York, yeoman, and John Herdman, his then infant ſon, of the one part, and the ſaid Henry Breaden of the other part, bearing date the ſame day and year laſt above-mentioned, the ſaid John Herdman was put and placed apprentice to and with the ſaid Henry Breaden to learn the profeſſion and employment of a ſurgeon, oculiſt, and man-midwife, and to ſerve the ſaid Henry Breaden as his apprentice in the ſaid profeſſion and employment for the term of five years from the firſt day of March then laſt paſt, and the ſum of one hundred pounds of, &c. was then and there contracted and agreed by and between the ſaid Richard Herdman and Henry Breaden, to be paid by the ſaid Richard Herdman to the ſaid Henry Breaden for and with the ſaid apprentice ſo being put and placed to and with the ſaid Henry Breaden as aforeſaid, whereby there became due and payable to the ſaid lord the king by force of the ſtatute in ſuch caſe made and provided, the ſum of one hundred ſhillings, to wit, one ſhilling for every twenty ſhillings of the ſaid one hundred pounds ſo *contained* as aforeſaid; yet the ſaid Henry Breaden not regarding the ſtatute in ſuch like caſes made and provided, nor the penalty therein contained, did not within two months after the date of the ſaid articles pay the ſaid one hundred ſhillings to our lord the king, nor to the king's receiver general for the time being, of the duties charged on ſtamp, vellum, parchment, and paper, nor any collectors or collector, officer or officers appointed for collecting or receiving the duties charged on ſtampt vellum, parchment, and paper, which he ought to have done, according to the form of the ſtatute in ſuch caſe made and provided, but neglecting to pay the ſame within the ſaid two months, and the ſame is ſtill unpaid, whereby and by force of the ſtatute in ſuch caſe made and provided an action hath accrued to our ſaid lord the king and the ſaid Robert Doves, who as well, &c. to demand and have of the ſaid Henry Breaden the ſaid fifty pounds; yet the ſaid Henry, although often requeſted, hath not paid the ſaid fifty pounds to our ſaid lord the king and to the ſaid Robert, who as well, &c. but hath refuſed, and ſtill doth refuſe to pay the ſame, to the damage of the ſaid Robert of twenty pounds; and thereupon as well for our ſaid lord the king as for himſelf he brings his ſuit, &c.

YORKSHIRE, to wit. Ralph Hacoxwell, who proſecutes as well for the poor of the pariſh of Caterick, in the county of York aforeſaid, as for himſelf in this behalf, complains of Emanuel Halton being in the cuſtody, &c. in a plea that he render to the ſaid poor of the ſaid pariſh of C. &c. and to the ſaid Ralph, who ſues as aforeſaid, two hundred pounds of lawful money, &c.: For that whereas by a certain act made at the parliament of our lord the now king, held at Weſtminſter, in the county of Middleſex, by prorogation on the fifteenth day of November, in the thirteenth year of his reign, entitled, "An Act to reſtrain and prevent the

For [illegible] horſe [illegible] than [illegible] 13. G.

excessive increase of Horse Races, and for amending an Act made in the last Session of Parliament, entitled, "An Act for the more effectual preventing of excessive and deceitful gaming;" it was enacted that from and after the twenty-fourth day of June 1740, no plate, prize, sum of money, or other thing should be run for by any horse, mare, or gelding, or advertised, published, or proclaimed to be run for by any horse, mare, or gelding, or advertised, published, or proclaimed to be run for by any horse, mare, or gelding, unless such plate, prize, or sum of money should be of the full, real, and intrinsic value of fifty pounds or upwards, and in case any person or persons should from and after the twenty-fourth of June 1740, enter, start, or run any horse, mare, or gelding for any plate, prize, sum of money, or other thing of less value than fifty pounds, or should print, advertise, publish, or proclaim any advertisement or notice of any plate, prize, sum of money, or other thing of less value than fifty pounds as aforesaid, to be run for by any horse, mare, or gelding, every such person or persons so entering or running such horse, mare, or gelding, for such plate, prize, sum of money, or other thing of less value than fifty pounds as aforesaid, should forfeit and lose the sum of two hundred pounds, to be sued for, recovered, and disposed of in such manner as was thereinafter prescribed and directed: And it was further enacted by the authority aforesaid, that all penalties and forfeitures incurred by any person or persons for any offence against that act, should be sued for and recovered by any action, bill, plaint, or information in any other of his majesty's courts of record at Westminster, or at the assizes, and should be disposed of, one moiety thereof to the use of such persons as should so sue for the same, and the other moiety to the use of the poor of such parish or place where the offence should be committed, except one such moiety of such penalties or forfeitures as should be incurred by and recorded of any person or persons within the county of Somerset, as by the said act more fully appears: And the said Ralph, who sues as aforesaid, further says, that the said Emanuel, not regarding the said act of parliament, nor fearing the penalty therein contained, after the making of the said act, and after the twenty-fourth day of June, in the year of Our Lord 1740, mentioned in the said act, and within the space of one year before the exhibiting the bill of the said Ralph, who as well, &c. to wit, on the twenty-fifth day of March, in the year of Our Lord 1752, *within the said kingdom of England, and elsewhere than in the county of Somerset*, that is to say, in the parish of Caterick, *did enter, start, and run* a certain gelding of the said Emanuel for a certain prize of less than fifty pounds, to wit, for a saddle of the value of one guinea, against the form of the statute in such case lately made and provided; whereby and by force of the statute in such case made and provided, the said Emanuel forfeited to the poor of the said parish of Caterick, in which said parish the said offence was committed, to such person or persons who should sue for the same, the sum of two hundred pounds, and whereby and by force of the said statute an action hath accrued to the said poor of the said parish and to the said

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Ralph, who ſues as aforeſaid, to demand and have of the ſaid Emanuel for his ſaid offence the ſaid two hundred pounds ſo forfeited as aforeſaid, yet the ſaid Emanuel, though often requeſted, hath not yet paid the ſaid two hundred pounds to the ſaid poor of the ſaid pariſh and to the ſaid Ralph, who ſues as aforeſaid, or either of them, but he to pay the ſame hath hitherto wholly refuſed, and ſtill doth refuſe, to the damage of the ſaid Ralph of ten pounds; and therefore the ſaid Ralph, as well for the ſaid poor as for himſelf, bringeth ſuit, &c [If there be more Couuts]. And the ſaid R H. who ſues as aforeſaid, further ſaith, that the ſaid Emanuel, not regarding the ſaid act of parliament, nor fearing the penalty therein contained, after the making, &c. [as above.]

Againſt a tenant for not giving notice of an aſſignment to his landlord. 11 Geo. 2. c. 19 ſ. 12. Where the leaſe or leaſes exceed the term of one year's ſtanding or rack rent.

LINCOLNSHIRE, to wit Thomas Burrial, late of, &c. was ſummoned to anſwer to William Bradſhaw, gentleman, of a plea that he render to him forty pounds ten ſhillings, which he owes to and unjuſtly detains, &c., and whereupon, &c.; that whereas the ſaid Thomas, after the twenty-fourth of June 1738, to wit, on 1742, and afterwards was tenant of the ſaid William of certain lands and tenements, to wit, one meſſuage, acres, with the appurtenances, at Holton-le-Clay aforeſaid, by virtue of a demiſe thereof to him then before made, at and under the yearly rack-rent of ten guineas of lawful money of Great Britain, and by the ſaid Thomas then holden in his poſſeſſion of the ſaid William his landlord, and at and under the yearly rack-rent aforeſaid, and which ſaid Thomas was ſo tenant to the ſaid William of the lands and tenements aforeſaid, to wit, on the day and year aforeſaid, at Holton-le-Clay aforeſaid, a declaration in ejectment for his ſaid lands and tenements, with the appurtenances, was delivered to the ſaid Thomas, then tenant thereof, nevertheleſs the ſaid Thomas, not regarding the ſtatute in this caſe lately made and provided, nor the penalty therein contained, did not forthwith give notice of the ſaid declaration in ejectment ſo delivered to him as aforeſaid to the ſaid William his landlord thereof, nor his bailiff or receiver, but neglected ſo to do, contrary to the form of the ſtatute in this caſe made and provided, by reaſon whereof, and by force of the ſaid ſtatute an action hath accrued to the ſaid William to demand and have of the ſaid Thomas forty pounds ten ſhillings, to wit, the whole of the three years rent of the ſaid premiſes ſo holden by the ſaid Thomas in his poſſeſſion as aforeſaid, at the yearly rack-rent of thirteen pounds ten ſhillings, nevertheleſs, &c.

For a tenant to cattle to a diſtreſs. 11 Geo. 2. c. 19 ſ. double of the ſo elo

LINCOLNSHIRE, to wit. Thomas Burr, late of, &c. and John Burr, late of, &c. were ſummoned to anſwer George Stovin, eſquire, of a plea that they render to the ſaid George twenty-four pounds eleven ſhillings of lawful, &c. which they owe to him and unjuſtly detain, &c., and whereupon, &c. ſays, that one

Henry Wildbore, on the feaſt of the Annunciation of the Bleſſed Virgin Mary 1746, and for half a year and more next before that feaſt, and afterwards held and enjoyed all that meſſuage, houſe, &c. of the ſaid G. S. as tenant thereof under a certain demiſe to him thereof made, at the yearly rent of thirty-five pounds, payable half-yearly, to wit, at the feaſt of St. Michael the Archangel and the Annunciation of the Bleſſed Virgin Mary by equal portions, and during all that time held the ſame of the ſaid G. S. as tenant thereof at the rent aforeſaid. And the ſaid G. S. further ſaith, that ſeventeen pounds ten ſhillings of the rent aforeſaid for half a year ended at the feaſt of the Annunciation of the Bleſſed Virgin Mary 1746, were in arrear and unpaid to the ſaid G. at that feaſt in that year, and that the ſaid rent being ſo in arrear and unpaid to the ſaid G. and during the continuance of the ſaid demiſe, that is to ſay, on the firſt of April 1746, certain cattle, goods, and chattels, that is to ſay, three milch cows [here particularize the goods] were lying and being in the ſaid demiſed premiſes, and were then ſubject and liable to be taken and ſeiſed by the ſaid G. S. as a diſtreſs for the rent ſo in arrear and unpaid, and the ſaid ſum of ſeventeen pounds ten ſhillings of the rent aforeſaid ſo being in arrear and unpaid to the ſaid G. and the ſaid cattle, goods, and chattels ſo being on the ſaid demiſed premiſes, and liable to be taken by the ſaid G. as a diſtreſs for the rent ſo in arrear and unpaid as aforeſaid, he the ſaid Henry, during the continuance of the ſaid demiſe, to wit, the ſame day and year laſt-mentioned, did fraudulently remove and carry away, and cauſed to be moved and carried away the ſaid cattle, goods, and chattels, of and from the ſaid demiſed premiſes, with intent to prevent and hinder the ſaid G. S from diſtraining the ſame for the ſaid ſeventeen pounds ten ſhillings for the rent aforeſaid, ſo being due and in arrear as aforeſaid, and the ſaid Thomas and John not regarding the ſtatute in ſuch caſe lately made and provided, nor fearing the penalty therein contained, but diſregarding the ſame, afterwards, to wit, on the ſame day and year, did wilfully and knowingly aſſiſt the ſaid Henry in concealing the ſaid goods and chattels fraudulently removed and conveyed of and from the ſaid demiſed premiſes as aforeſaid, to wit, at Keatly aforeſaid, contrary to the form of the ſaid ſtatute; and the ſaid G. S. doth aver, that the ſaid cattle, goods, and chattels ſo fraudulently conveyed and removed away of and from the ſaid demiſed premiſes, and concealed as aforeſaid at the time of removing and conveying away and concealing the ſame as aforeſaid, were of the value of twelve pounds five ſhillings and ſixpence, to wit, at Keatly aforeſaid; by reaſon whereof, and by force of the ſtatute, an action hath accrued to the ſaid G. S. to demand and have of the ſaid Thomas and John twenty-four pounds eleven ſhillings, that is to ſay, double the value of the ſaid cattle, goods, and chattels ſo fraudulently removed and conveyed away [illegible]nd from the ſaid premiſes concealed as aforeſaid; nevertheleſs,

LANCASHIRE, to wit. Robert Hall, who profecutes for [illegible] this behalf as well for our lord the now king as for himſelf, exhibits his bill againſt Robert Oliver being, &c. of a plea that he render to the ſaid lord the king and the ſaid Robert, who as well, &c. one hundred pounds, which to the ſaid lord the king and the ſaid Robert, who as well, &c. he owes and unjuſtly detains, &c.; for this, that the ſaid Robert Oliver, upon the firſt day of December, in the year of Our Lord 1740, and long before was, and from thence continually hitherto hath been, and ſtill is vicar of the vicarage of the pariſh church of Warton, in the county of Lancaſter, and that the ſaid Robert Oliver being vicar as aforeſaid of the vicarage of the ſaid pariſh church, or ſpiritual perſon upon the ſaid day and year aforeſaid, and for the ſpace of ten whole months then next following, wilfully *abſented* himſelf from his ſaid vicarage, and during all that time made his reſidence at a great diſtance from his ſaid vicarage, to wit, at Preſton, in the county aforeſaid, againſt the form of the ſtatute in ſuch caſe lately made and provided, whereby the ſaid R. O. hath forfeited the ſaid ſum of one hundred pounds, to wit, ten pounds for every month wherein the ſaid R. O. hath ſo *abſented* himſelf from his ſaid vicarage as aforeſaid, one moiety thereof to our ſaid lord the king, and the other moiety to the ſaid R. H. who as well, &c. whereby an action hath accrued to our ſaid lord the king and the ſaid R. H. who ſues as aforeſaid, to demand and have of the ſaid R. O. the ſaid one hundred pounds, yet, &c.

Penalty [illegible] month [illegible] king [illegible] ner.

And the ſaid R. O. by G. G. his attorney, comes and defends the wrong and injury when, &c. and ſaith, that the ſaid R. H. who as well, &c. ought not to have or maintain his aforeſaid action thereof againſt him, becauſe he ſays, that one S. P. who ſued as well for our ſovereign lord the king as for himſelf heretofore, before the exhibiting of the ſaid bill of the ſaid R. H. who is well on the day of in the ſaid term of St. Michael, in the fifteenth year of the reign of his preſent majeſty, came before the barons of his majeſty's exchequer at Weſtminſter by D. D. their attorney, and brought in the ſame court of exchequer there his certain bill againſt the ſaid R. O. by the name of R. O. clerk, preſent there in the ſaid court of exchequer, the ſame day that he ſhould render to our ſaid lord the king and the ſaid S. who as well, &c. one hundred and ten pounds, which to the ſaid lord the king and the ſaid S. who as well, &c. he owed and unjuſtly detained; for that the ſaid R. O. on the ſaid day of exhibiting of the ſaid bill of the ſaid S. P. who as well, &c. and for and during the ſpace of eleven months then laſt paſt had been, and then was a ſpiritual perſon and beneficed, that is to ſay, R. O. for the whole time aforeſaid had been and then was vicar of the vicarage of the pariſh church of Wharton, in the county aforeſaid, and beneficed in the ſame, and the ſaid R. O. for the ſpace of eleven months, was not perſonally reſident at and abiding upon his ſaid vicarage, nor in, at, or upon any prebend or other dignity or benefice of the ſaid R. O.

Plea, [illegible] action [illegible] ing for [illegible] offences.

R. O. but the ſaid R. O. abſented himſelf wilfully for the ſpace of eleven months from his ſaid vicarage, and during all the time aforeſaid made his reſidence and abiding in another place, to wit, at Preſton, in the county of Lancaſter, againſt the form of the ſtatute in ſuch caſe lately made and provided, whereby the ſaid R. O. had forfeited the ſum of one hundred and ten pounds, that is to ſay, ten pounds for every month of the ſaid eleven months wherein the ſaid R. O. had ſo abſented himſelf from his ſaid vicarage as aforeſaid, by reaſon whereof an action had accrued to our ſaid lord the king and the ſaid S. who as well, &c. to demand and have of the ſaid R. O. one hundred and ten pounds; nevertheleſs the ſaid R. O. although often requeſted, the one hundred and ten pounds, or any part thereof to our ſaid lord the king and the ſaid S. who as well, &c. had not rendered, but had altogether until then wholly refuſed, and did then refuſe to render the ſame, to the damage of the ſaid S. who, &c. twenty pounds; and thereupon as well for our ſaid lord the king as for himſelf he brought ſuit, &c. and then and there found pledges to proſecute, to wit, John Doe and Richard Roe; and the ſaid R. O. preſent there in the ſaid court of exchequer, by Thomas Frank his attorney, came and defended the wrong and injury, when, &c. and prayed oyer of the ſaid bill of the ſaid S. P. who as well, &c. and it was read to him, which being read and heard, the ſaid R. O. ſaving to himſelf all and all manner of exceptions to the ſaid bill of the ſaid S. P. who as well, &c. ſaid, that he was not then adviſed to anſwer the ſaid S. who as well, &c. in the premiſes, and prayed leave to imparl thereto until the octave of St. Hilary then next to come, which was by the court then and there granted to him, and the ſame day was given to the ſaid Samuel, who as well, &c. there, &c. at which day came in the ſaid court of exchequer as well the ſaid Samuel, who as well, &c. the ſaid R. O. by their attornies as aforeſaid: And the ſaid R. O. ſaid, that he was not then adviſed to anſwer the ſame, who as well, &c. in the premiſes, and further prayed leave to imparl to the ſaid bill of the ſaid Samuel, who as well, &c. until fifteen days from the day of Eaſter then next to come, which was by the court then granted, and the ſame day was given to the ſaid Samuel, who as well, &c. there, &c. which ſaid plea is ſtill depending in his majeſty's court of exchequer undetermined, as by the ſaid record and pleadings thereof now remaining in the ſaid court of Exchequer at Weſtminſter, it doth more fully appear, and this he is ready to verify; wherefore he prays judgment if the ſaid R. H. who as well, &c. ought to have or maintain his ſaid action againſt him; with this, that the ſaid R. O. doth aver, that the ſaid offence and cauſe of action in the ſaid bill of the ſaid S. P. who as well, &c. above contained and ſpecified, and the ſaid offence and cauſe of action in the ſaid bill of the ſaid R. H. who as well, &c. above complained and ſpecified, are one and the ſame offence and cauſe of action, and not other or different, &c.

Imparlance.

Further Imparlance.

SUSSEX, to wit. W. C. late of, &c. flax-dreſſer, was ſum-
moned to anſwer J. J. the elder, of a plea that he render to him
thirty-five pounds of lawful, &c. which he owes to him and un-
juſtly detains from him, &c.; whereupon the ſaid J. by his atto-
ney, ſays, that the ſaid W. after the firſt of June 1765, to wit,
on the eighth of June A. D. 1765, did take divers fiſh, to wit,
ten ſalmon, ten trout, one hundred pike, one hundred carp, one
hundred gudgeons, one hundred roach, one hundred tench,
and one hundred eels, in a certain *pond* of the ſaid J. ſituate and
being in the pariſh of T. in the county of S. (the ſaid *pond* not
being in any park or *paddock*, or in any garden, orchard, or yard
adjoining or belonging to any dwelling-houſe, but in certain in-
cloſed grounds which then was the property of the ſaid J.) he the
ſaid W. not having any juſt right or claim to *take* the ſaid fiſh,
whereby and by force of the ſtatute in ſuch caſe lately made and
and provided, an action hath accrued to the ſaid J. to demand and
have of the ſaid W. five pounds, parcel of the ſaid thirty-five
pounds above demanded. [2d Count, altering the word *take* for
kill]: And the ſaid J. further ſaith, that the ſaid W. after the ſaid 3d Count.
firſt of June 1765, on the eighth of June A. D. 1765, did *de-
ſtroy* divers other fiſh, to wit, ten other ſalmon, &c. in a certain
other pond of the ſaid J. ſituate and being in the pariſh of T. a-
foreſaid, in the county of S. (the ſaid laſt-mentioned pond not
being in any park or paddock, or in any garden, orchard, or yard
adjoining to any dwelling-houſe, but in certain incloſed grounds
which was then the property of the ſaid J.) whereby and by force
of the ſaid ſtatute in ſuch caſe made and provided, an action hath
accrued to the ſaid J. to demand and have of the ſaid W. other
five pounds, further parcel of the ſaid thirty-five pounds above
demanded. [4th Count, for *taking* fiſh in a pool.] [5th Count,
deſtroying in a pool.] And the ſaid J. further ſaith, that the ſaid 6th Count, for
W. after the ſaid firſt of June 1765, to wit, on the ſaid eighth of taking fiſh in a
June A. D. 1765, did take divers other fiſh, to wit, ten other ſtream.
ſalmon, &c. in a certain *ſtream* of the ſaid J. ſituate and being at
the pariſh of T. aforeſaid, in the ſaid county of S. (the ſaid ſtream
not being in any park or paddock, or in any garden, orchard, or
yard adjoining or belonging to any dwelling-houſe, but in certain
incloſed grounds which then was the property of the ſaid J.) he
the ſaid W. not having any juſt right to take the ſaid laſt-men-
tioned fiſh; whereby and by force of the ſaid ſtatute in ſuch caſe
lately made and provided, an action hath accrued to the ſaid J.
to demand and have of the ſaid W. other five pounds, reſidue of
the ſaid thirty-five pounds above demanded; yet the ſaid W. al-
though often requeſted, hath not paid the ſaid thirty-five pounds,
or any part thereof, to the ſaid J. but to pay the ſame to the ſaid
J. he the ſaid W. hath hitherto altogether refuſed, and ſtill doth
refuſe, to the damage of the ſaid J. of ten pounds, and therefore
he brings ſuit, &c.

WARWICKSHIRE, to wit. P. complains of D. being, &c. of a plea that he render to the ſaid P. two thouſand five hundred pounds of, &c. which he owes to and unjuſtly detains from him. For that whereas the borough of Tamworth, lying partly within the county of Warwickſhire aforeſaid, and partly within the county of Stafford, is an ancient borough, and for a long ſpace of time two burgeſſes of the ſaid borough have been elected and ſent, and have uſed and been accuſtomed, and of right ought to be elected and ſent to ſerve as burgeſſes for the ſame borough in the parliament of this kingdom. And whereas on the twenty firſt of March, in the firſt year of the reign of our ſovereign lord George the third, king of Great Britain, &c. a certain writ of our ſaid lord the king under the great ſeal of Great Britain, iſſued out of his ſaid majeſty's court of chancery, the ſaid court then and ſtill being at Weſtminſter, in the county of Middleſex, directed to the ſheriff of the ſaid county of Warwick, by which ſaid writ our ſaid lord the king, reciting, that whereas by advice and aſſent of his ſaid majeſty's council for certain arduous and certain affairs concerning his ſaid majeſty, the ſtate, and affairs of his ſaid kingdom of Great Britain, and the church, our ſaid lord the king had ordered a certain parliament to be holden at his ſaid majeſty's city of Weſtminſter on the nineteenth of May then next enſuing, and there to treat and have conference with the prelate, great men, and peers of his majeſty's realm, our ſaid lord the king by the ſaid writ commanded and ſtrictly enjoined the ſaid ſheriff, that proclamation being made of the day and place aforeſaid in the next county court of the ſaid ſheriff, to be holden after the receipt of that his majeſty's writ, two knights of the moſt fit and diſcreet of the ſaid county, girt with ſwords, and every city of the ſame county two citizens, and of every borough in the ſame county two burgeſſes of the moſt ſufficient and diſcreet, freely and indifferently by thoſe who at ſuch proclamation ſhould be preſent, according to the form of the ſtatutes in that caſe made and provided, the ſaid ſheriff ſhould cauſe to be elected, and the names of thoſe knights, citizens, and burgeſſes, ſo to be elected, whether they ſhould be preſent or abſent, the ſaid ſheriff ſhould cauſe to be inſerted in indentures to be thereupon made between the ſaid ſheriff and thoſe who ſhould be preſent at ſuch election; and thereupon, at the day and place aforeſaid, the ſaid ſheriff ſhould cauſe to come in ſuch manner that the ſaid knights for themſelves, and the commonalty of the ſame county, and the ſaid citizens and burgeſſes, maſters, for themſelves and the commonalty of the cities and boroughs reſpectively, might have from them full and ſufficient power to do and conſent to thoſe things which then and there by the common counſel of his ſaid majeſty's kingdom (by the bleſſing of God) ſhould happen to be ordained upon the aforeſaid affairs, ſo that for want of ſuch power, or through the improvident election of the ſaid knights, citizens, and burgeſſes the aforeſaid affairs in no wiſe remained unfiniſhed, willing nevertheleſs that neither the ſaid ſheriff, nor any other ſheriff of his majeſty's kingdom, ſhould be in anywiſe elected,

elected, and the election in the ſaid ſheriff's full county, ſo made diſtinctly, and ſo openly under the ſaid ſheriff's ſeal and the ſeals of thoſe who ſhould be preſent at ſuch election, the ſaid ſheriff ſhould certify to our ſaid lord the king in his chancery at the day and place aforeſaid, without delay remitting to our ſaid lord the king one part of the aforeſaid indentures annexed to the ſaid writ, together with the ſaid writ: And whereas on the twenty-firſt of March, in the firſt year of his ſaid majeſty's reign, a certain other writ of our ſaid lord the king, under the great ſeal of Great Britain, iſſued out of his ſaid majeſty's court of chancery, the ſaid court being at Weſtminſter in the ſaid county of Middleſex, directed to the ſaid ſheriff of his majeſty's county of Stafford, by which ſaid writ our ſaid lord the king, reciting, that whereas by the advice and aſſent of his ſaid majeſty's council, for certain arduous and urgent affairs concerning his ſaid majeſty, and the ſtate and defence of his kingdom of Great Britain, and the church, our ſaid lord the king had ordered a certain parliament to be holden at his majeſty's city of Weſtminſter, on the nineteenth of May then next enſuing, and there to treat and have conference with the prelates, great men, and peers of his majeſty's realm, our ſaid lord the king, by the ſaid writ commanded and ſtrictly enjoined the ſaid ſheriff, that proclamation being made of the days and place aforeſaid in the next county court of the ſaid ſheriff, to be holden after the receipt of that his majeſty's writ, two knights of the moſt fit and diſcreet of the ſaid county, girt with ſwords, and of every city of the ſame county two citizens, and of every borough in the ſame county two burgeſſes of the moſt ſufficient and diſcreet freely and indifferently by thoſe who at ſuch proclamation ſhould be preſent, according to the form of the ſtatute in that caſe lately made and provided, the ſaid ſheriff ſhould cauſe to be elected, and the names of thoſe knights, citizens, and burgeſſes, ſo to be elected, whether they ſhould be preſent or abſent, the ſaid ſheriffs ſhould cauſe to be inſerted in certain indentures ſo thereupon made between the ſaid ſheriff and thoſe who ſhould be preſent at ſuch election, and then, at the day and place aforeſaid, the ſaid ſheriffs ſhould cauſe to come in ſuch manner that the ſaid knights for themſelves and the commonalty of the ſame county, and the ſaid citizens and burgeſſes, maſters, and the commonalty of the ſaid cities and boroughs reſpectively might have from them full and ſufficient power to do and conſent to thoſe things which then and there by the common counſel of his ſaid majeſty's kingdom, (by the bleſſing of God) ſhould happen to be ordained upon the aforeſaid affairs, ſo that for want of ſuch power, or through an improvident election of the ſaid knights, citizens, or burgeſſes, the aforeſaid affairs might in nowiſe remain unfiniſhed, willing nevertheleſs that neither the ſaid ſheriff, nor any other theriff of his majeſty's kingdom ſhould be in anywiſe elected, and the election in the ſaid ſheriff's full county ſo made diſtinctly and openly under the ſaid ſheriff's ſeal and the ſeals of thoſe who ſhould be preſent at ſuch election, the ſaid ſheriff ſhould certify to our ſaid lord the king in his chancery at the day

and

and place aforeſaid, without delay remitting to our ſaid lord the king one part of the aforeſaid indentures annexed to the ſaid writ, together with the ſaid writ: And whereas afterwards, and before the return of the ſaid writs, on the twenty-third day of March, in the ſaid firſt year of the reign of our lord the preſent king, the ſaid writ ſo directed to the ſheriff of the ſaid county of W. was delivered to Andrew Hackett the younger, eſquire, who then was and ſtill is ſheriff of the ſaid county of W. and the ſaid other writ ſo directed to the ſheriff of the ſaid county of Stafford, was alſo then delivered to Jeremiah Smith, eſquire, who then was and ſtill is ſheriff of the ſaid county of Stafford, to be reſpectively executed in due form of law, to wit, at Tamworth aforeſaid, in that part of the ſaid borough which lies within the ſaid county of Warwick, by virtue of which ſaid reſpective writs the ſaid reſpective ſheriffs afterwards, and before the return thereof, to wit, on the ſaid twenty-third of March, in the firſt year aforeſaid, at the borough of Tamworth aforeſaid, that is to ſay, in that part of the ſaid borough which lies within the county of W. aforeſaid, made their ſeveral precepts in writing, ſealed with the ſeals of their reſpective offices of ſheriffs, directed to the bailiffs and burgeſſes of the borough of Tamworth aforeſaid, of and for the election within the ſaid borough of two burgeſſes of the ſame borough, according to the forms and effects of the ſaid writs, by virtue of which ſaid precepts afterwards, and before the return thereof, to wit, on the thirty-firſt of March, in the ſaid firſt year of the reign of his preſent majeſty, at the borough of Tamworth aforeſaid, the election of two burgeſſes of the ſaid borough to ſerve as burgeſſes for the ſaid borough in the then next parliament to be holden as aforeſaid, was had and made, before which election, and at the time when the offence next hereinafter mentioned was committed by the ſaid defendant, from the thirtieth of March, in the firſt year aforeſaid, the right honourable G. B. Villiers, commonly called Lord Villiers, ſir Robert Burdett, baronet, and Simon Lutterell, eſquire, candidates, that of them two might be elected to ſerve as burgeſſes for the ſaid borough in the aforeſaid year, next parliament, and the ſaid G. B. V. ſir R. B. and S. L. remained and continued candidates for the ſaid borough until and at the time of the ſaid election: And the ſaid plaintiff further ſays, that the ſaid defendant, not regarding the ſtatute in ſuch caſe made and provided, nor fearing the penalties therein contained, after the twenty-fourth of June 1729, and after the iſſuing of the writs and precepts aforeſaid, and before the ſaid election of burgeſſes for the ſaid borough, and whilſt the ſaid G. B. V. and ſir R. B. and S. L. were candidates as aforeſaid, to wit, on the thirtieth of March, in the firſt year of the reign of our ſaid lord the now king, at the borough of Tamworth aforeſaid, that is to ſay, in that part of the ſaid borough which lies within the county of Warwick aforeſaid, he the ſaid defendant did corrupt one William Moore, who then and there and at the time of the ſaid election had a right to vote in that election, to give his vote in that election for the ſaid G. B. V. and ſir R. B. by a corrupt gift

gift which the ſaid defendant then and there made and delivered to the ſaid W. M. of a large ſum of money, to wit, five pounds ten ſhillings in money, as and for a gift or reward for him the ſaid William Moore to give his vote in the ſaid election for the ſaid G. B. V. and ſir R. B. contrary to the form of the ſtatute in ſuch caſe lately made and provided; whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid plaintiff to demand and have from the ſaid defendant for his ſaid offence five hundred pounds, parcel of the ſaid two thouſand five hundred pounds above demanded: And the ſaid plaintiff further ſays, that afterwards, and before the ſaid election for burgeſſes for the ſaid borough, and whilſt the ſaid G. B. V. ſir R. B. and S. L. were candidates as aforeſaid, to wit, on the thirtieth of March, in the firſt year of the reign of his preſent majeſty, at the borough of Tamworth aforeſaid, that is to ſay, in that part of the ſaid borough which lies within the ſaid county of Warwick, he the ſaid defendant, diſregarding the ſtatute aforeſaid, did corrupt one William Moore, who then and there, and at the time of the ſaid election had a right to vote in that election, to give his vote in the ſaid election for the ſaid G. B. V. and ſir R. B. by a corrupt agreement then and there made by the ſaid defendants to and with ſaid W. M. that he the ſaid defendant would give to the ſaid W. M. a large ſum of money, to wit, the ſum of five pounds ten ſhillings, as a gift or reward to the ſaid W. M. for his giving his vote in that election for the ſaid G. B. V. and the ſaid ſir R. B. contrary to the form of the ſtatute in ſuch caſe lately made and provided; whereby and by force of the ſtatute an action hath accrued to the ſaid W. S. to demand and have of the ſaid W. N. for his ſaid laſt-mentioned offence other five hundred pounds, parcel of the ſaid two thouſand five hundred pounds above demanded: And the ſaid W. S. further ſays, that afterwards, and before the ſaid election of burgeſſes to ſerve for the ſaid borough of Tamworth in the ſaid then next parliament to be holden as aforeſaid, and whilſt the right honourable G. B. V. commonly called Lord Villers, the ſaid ſir Robert B. and S. L. were candidates as aforeſaid, to wit, the thirtieth of March, in the firſt year of his ſaid preſent majeſty, at the borough of Tamworth aforeſaid, that is to ſay, in that part of the ſaid borough which was within the county of Warwick aforeſaid, he the ſaid W. N. did corrupt one William Moore, who then and there and at the time of the ſaid election had a right to vote in the ſaid election, to give his vote in that election for the ſaid G. B. V. and ſir R. B. by a corrupt agreement then and there made by the ſaid W. N. with the ſaid W. M. that he the ſaid W. N. would give to the ſaid W. M. a large ſum of money, to wit, the ſum of five pounds ten ſhillings in money, and in lieu thereof accept from the ſaid W. M. his promiſſory note for the payment of five guineas to him the ſaid W. N. and that the ſaid W. N. would deliver to the ſaid William Moore on his voting in that election for the aforeſaid G. B. V. and ſir R. B. the ſaid promiſſory note, which was accordingly then and there made and ſigned by the ſaid W. M. for the payment of

2d Count.

Bribery, giving five guineas, and taking promiſſory note to be returned at the election.

of five guineas to the ſaid W. N. as a gift or reward to the ſaid W. M. for his giving his ſaid vote in that election for the ſaid G. B. V. and ſir R. B. contrary to the form of the ſtatute in ſuch caſe lately made and provided; whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid W. S. to demand and have of the ſaid W. N. for his laſt-mentioned offence other five hundred pounds, parcel of the ſaid two thouſand five hundred pounds above demanded: And the ſaid W. S. further ſays, that afterwards and before the ſaid election of burgeſſes for the ſaid borough, and whilſt the right honourable G. B. V. commonly called Lord Villiers, the ſaid ſir R. B. and S. L. were candidates as aforeſaid, to wit, on the thirtieth of March, in the ſaid firſt year of his ſaid preſent majeſty, at the borough of Tamworth aforeſaid, that is to ſay, in that part of the ſaid borough which lies within the county of W. aforeſaid, he the ſaid W. N. did corrupt one W. M. having then and there and at the time of the ſaid election a right to vote in the ſaid election, to give his vote in that election for the ſaid G. B. V. and ſir R. B. by a corrupt promiſe which the ſaid W. N. then and there made to the ſaid W. M. he the ſaid W. N. would deliver up to the ſaid W. M. upon his voting in the ſaid election for the ſaid G. B. V. and ſir R. B. as a reward for that vote, a certain other promiſſory note which was then and there made and ſigned by the ſaid W. M. for the payment of five guineas to the ſaid W. N. contrary to the form of the ſtatute in ſuch caſe made and provided; whereby and by force of the ſaid ſtatute in ſuch caſe made and provided, an action hath accrued to the ſaid W. S. to demand and have of the ſaid W. N. for his laſt-mentioned offence other five hundred pounds, further parcel of the aforeſaid two thouſand five hundred pounds above demanded: And the ſaid W. S. further ſays, that the ſaid G. B. V. ſir R. B. and S. L. being candidates as aforeſaid, afterwards, and before the ſaid election was made, to wit, the thirty-firſt of March, in the firſt year aforeſaid, one William Abney, eſquire, became and was alſo a candidate at that election to be elected to ſerve as one of the burgeſſes for the ſaid borough in the ſaid then next parliament to be holden as aforeſaid, and that after the twenty-fourth of June 1725, and after the iſſuing of the ſeveral writs and precepts aforeſaid, and before the ſaid election was made, to wit, on the thirtieth of March aforeſaid, in the ſaid firſt year of the reign of our lord the preſent king, at the borough of Tamworth aforeſaid, in that part thereof which lies within the county of Warwick aforeſaid, the ſaid W. N. did corrupt one W. M. who then and there and at the time of the ſaid election claimed to have a right to vote in that election, to give his vote in that election for the aforeſaid G. B. V. and ſir R. B. by the ſaid W. N. his then and there giving to the ſaid W. M. a large ſum of money, to wit, five pounds ten ſhillings in money, and accepting in lieu thereof from him the ſaid W. M. his promiſſory note for the payment of five guineas to the ſaid W. N. and by a promiſe and agreement with the ſaid W. N. then and there corruptly made to and with the ſaid W. M. that he

Count, aro- candidate ing.

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the ſaid W. N. would deliver up the promiſſory note to the ſaid T. M. upon his voting in that election for the ſaid G. B. V. and ſir R. B. as a gift or reward to the ſaid W. M. for his giving his vote in the aforeſaid election for the ſaid G. B. V. and ſir R. B. contrary to the form of the ſtatute in ſuch caſe lately made and provided; whereby and by force of the ſtatute in ſuch caſe made and provided an action hath accrued to the ſaid W. S. to demand and have of the ſaid W. N. for his laſt-mentioned offence other five hundred pounds, reſidue of the aforeſaid two thouſand five hundred pounds above demanded; yet the ſaid W. N. although often requeſted &c. hath not yet rendered or paid the aforeſaid two thouſand five hundred pounds, or any part thereof to the ſaid W. S. but hath hitherto altogether refuſed, and ſtill refuſes ſo to do, to the damage of the ſaid W. S. of twenty pounds, &c. and thereupon he brings his ſuit, &c.

For refuſing to adminiſter the ſacrament to a parishioner. 1. Edw. 6. c. 1. § 7.

DENBIGHSHIRE, to wit. Aaron Hill, who proſecutes as well for our ſovereign lord the king as for himſelf in this behalf, comes, &c. and complains by bill againſt Robert Clark, preſent here in the court the ſame day, of a plea of treſpaſs and contempt againſt the form of the ſtatute: For that whereas the ſaid Aaron, who as well, &c. for divers, to wit, two years now laſt paſt, was an inhabitant and pariſhioner of the pariſh of Chirk, in the ſaid county, and the ſaid Robert, during that time aforeſaid, was and yet is vicar of the pariſh church of the ſame pariſh, and miniſter of the ſame church: And whereas the ſaid Robert, being vicar and miniſter aforeſaid, before the ſeventh of November 1736, that is to ſay, on the thirty-firſt of October in the ſame year, at the pariſh aforeſaid, in the pariſh church of the ſame pariſh, gave public notice to divers perſons, pariſhioners of the ſaid pariſh, whereof the ſaid Aaron, who as well, &c. was one, then being aſſembled together in the ſaid church for the celebration of divine worſhip there of his the ſaid Robert's purpoſe of adminiſtering the bleſſed Sacrament on the Lord's Day then next following: And the ſaid A. who as well, &c. further ſaith, that on the ſaid Lord's Day next after giving of the ſaid notice as aforeſaid, that is to ſay, on the ſeventh day of November in the year aforeſaid, being the day prefixed by the ſaid Robert for the adminiſtration of the ſaid ſacrament, he the ſaid Robert did adminiſter the bleſſed Sacrament of the Body and Blood of Chriſt under both the kinds of bread and wine to divers perſons, pariſhioners of the ſaid pariſh, being then aſſembled together and preſent in the ſaid church for that purpoſe, and although the ſaid Aaron was a perſon then and there alſo preſent in the ſame church, and aſſembled together there with the ſaid other pariſhioners for the ſame purpoſe, and then and there preſented himſelf in due manner to the ſaid Robert for receiving of the bleſſed Sacrament, and devoutly and humbly deſired it of him; yet the ſaid Robert, deviſing and maliciouſly intending to aggrieve the ſaid Aaron in this behalf, and to deprive

him of the benefit of receiving the ſaid bleſſed ſacrament, did then and there, without any lawful cauſe, refuſe to adminiſter the ſaid bleſſed ſacrament to the ſaid Aaron, and denied the ſame to him, in contempt of the ſaid lord the king, and to the no ſmall damage and manifeſt grievance of the ſaid Aaron, and againſt the form of the ſtatute in ſuch caſe made and provided; whereupon, &c.

HERTFORDSHIRE, to wit. T. B. complains of T. R. being in the cuſtody of the marſhal of the marſhalſea of our lord the now king, before the king himſelf, of a plea that he render to the ſaid T. B. five pounds of lawful due money of Great Britain, which he owes to him and unjuſtly detains from him: For that whereas the ſaid T. R. on the ſeventh day of February, in the ſeventh year of the reign of our preſent ſovereign lord George the ſecond, &c. at Hertford, in the ſaid county, was indebted to the ſaid T. B. in the ſum of five pounds of lawful money of Great Britain, being forfeited by an act made at a parliament begun and holden at Weſtminſter the thirty-firſt of May, in the year of Our Lord 1754, in the twenty-ſeventh year of the reign of his late majeſty king George the Second, and from thence continued by ſeveral prorogations to the firſt day of November following, being the ſecond ſeſſions of that parliament, entitled, "An Act to amend an Act made in the twenty-ſixth year of the "Reign of his preſent Majeſty, entitled, an Act to amend an "Act for the amendment and better Government of the Publick Highways "and Turnpike Roads of this Kingdom, and to prevent obſtruc- "tual executing of the Laws relating thereto," which ſaid ſum is become due and payable to the ſaid T. B. to demand and have of the ſaid T. R. the ſaid five pounds above demanded; yet the ſaid T. R. although often requeſted, hath not yet paid the ſaid ſums, or any part thereof, to the ſaid T. B. but to pay the ſame to the ſaid T. B. he the ſaid T. R. hath hitherto altogether refuſed, and ſtill doth refuſe. Damages ten pounds.

Againſt a butcher, for killing cattle alive.

LONDON, to wit. Be it remembered that heretofore, that is to ſay, in the term of St. Michael in this preſent year, before our ſovereign lord the king at Weſtminſter, came S. T. who ſues in this behalf as well for our lord the now king as for himſelf, by A. B. his attorney, and brought into the court of our ſaid lord the king then there the bill againſt J. G. being, &c. in a plea of debt, and there are pledges of the proſecution, to wit, John Doe and Richard Roe, which ſaid bill followeth in theſe words, to wit: S. T. who ſues in this behalf as well for our ſaid lord the now king as for himſelf, complains of J. G. being in the cuſtody, &c. of a plea that the ſaid J. G. render to our ſaid lord the king and to the ſaid S. who ſues as aforeſaid, the ſum of eighty pounds of good and lawful money of Great Britain, which he owes to our ſaid lord the king and to the ſaid S. who ſues as aforeſaid, and unjuſtly

unjuſtly detains from them, &c.: For that the ſaid J. not regarding the ſtatute in this caſe lately made and provided, or the penalties therein contained, after the feaſt of St. Michael the Archangel in the ſaid ſtatute mentioned, to wit, on the ſeventh day of July, in the year of Our Lord 1738, at London aforeſaid, to wit, in the pariſh of St. Sepulchre, in the ward of Farringdon without, at London aforeſaid, did by himſelf ſell forty fat lambs alive, each of the ſaid lambs of the value of ten ſhillings, amounting in the whole to the ſum of twenty pounds in value, he the ſaid J. then and long before and after the time of ſuch ſale being a butcher, and uſing and exerciſing the trade, art, and myſtery of a butcher, to wit, at London aforeſaid, in the pariſh and ward aforeſaid, contrary to the form and effect of the ſaid ſtatute; whereby and by force of the ſaid ſtatute in ſuch caſe made and provided the ſaid J. forfeited unto our lord the king and to the ſaid S. who ſues as aforeſaid, the ſum of forty pounds, parcel of the ſaid eighty pounds above demanded, being double the value of the ſaid lambs ſo ſold by the ſaid J. as aforeſaid; and alſo for that the ſaid J. afterwards, to wit, on the ſame day and year laſt aforeſaid, at London aforeſaid, did by himſelf, his ſervants or agents, offer and expoſe to ſale forty other fat lambs alive, each of the ſaid laſt-mentioned lambs being of the value of ten ſhillings, and amounting together in value to the ſum of twenty pounds, he the ſaid J. at the time of the offering and expoſing to ſale the ſaid laſt-mentioned lambs being a butcher, and uſing and exerciſing the ſaid trade and myſtery of a butcher, to wit, at London aforeſaid, in the pariſh and ward aforeſaid, contrary to the form of the ſaid ſtatute; whereby and by force of the ſaid ſtatute the ſaid J. hath forfeited to our ſaid lord the king and the ſaid S. who ſues as aforeſaid, another ſum of forty pounds, being double the value of the ſaid laſt-mentioned lambs, reſidue of the ſaid ſum of eighty pounds above demanded; yet the ſaid J. although often requeſted, hath not yet paid the ſaid eighty pounds, or any part thereof, to our ſaid lord the king, and to the ſaid S. who ſues as aforeſaid, but to pay the ſame to our ſaid lord the king and the ſaid S. who ſues as aforeſaid, he the ſaid J. hath hitherto altogether refuſed, and ſtill doth refuſe; whereupon the ſaid S. who ſues as aforeſaid, ſays he is injured, and hath ſuſtained damage to the value of twenty pounds, and therefore as well for our ſaid lord the king as for himſelf he brings ſuit, &c.

Plea to a bill filed the ſame term by an informer, and judgment in bar.

And now at this day, that is to ſay, on Tueſday next after the octave of St. Hilary in this ſame term, until which day the ſaid J. had leave to imparl to the ſaid bill, and then to anſwer the ſame, came as well the ſaid S. who as well, &c. by his ſaid attorney, and the ſaid J. by his attorney, before our ſovereign lord the king at Weſtminſter, and the ſaid J. defends the force and injury, when, &c. and ſays, that the ſaid S. ought not to have or maintain his ſaid action againſt him; becauſe he ſays, that J. F. who proſecuteth as well for our ſaid lord the king as for himſelf in this reſpect,

by bill without his majeſty's writ, has impleaded the ſaid John in this ſame term of St. Michael, in the court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter, of a plea of debt of eighty pounds, declaring againſt the ſaid J. in the ſaid plea; for that the ſaid J. on the ſeventh day of July, in the year of Our Lord 1738, did uſe the trade and myſtery of a butcher, to wit, at London aforeſaid, to wit, in the pariſh of St. Sepulchre, in the ward of Farringdon without, and the ſaid J. ſo uſing the ſaid trade, art, or myſtery of a butcher, to wit, on the ſame day and year aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, did ſell forty lambs alive, each of the ſaid lambs being of the value of ten ſhillings, againſt the form of the ſtatute in ſuch caſe lately made and provided; whereby and by force of the ſaid ſtatute an action hath accrued to the ſaid James, who ſues as aforeſaid, to demand and have of the ſaid John for our ſaid lord the king and for himſelf forty pounds, to wit, double the value of the ſaid forty lambs, parcel of the ſaid eighty pounds above demanded: And whereas the ſaid John ſo uſing and exerciſing the trade of a butcher, afterwards, to wit, on the ſame day and year laſt aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, did expoſe to ſale forty other fat lambs, each of them of the value of ten ſhillings, contrary to the form and effect of the ſaid ſtatute; by reaſon whereof, and by force of that ſtatute an action hath accrued to the ſaid James to demand and have of the ſaid John as well for our ſaid lord the king as for himſelf forty pounds, to wit, double the value of the ſaid lambs ſo expoſed to ſale as laſt aforeſaid, reſidue of the ſaid eighty pounds above demanded; nevertheleſs the ſaid John, although often requeſted, has not paid to the ſaid James, who ſues as aforeſaid, as well for the ſaid lord the king as for himſelf, the ſaid eighty pounds, or any part thereof, but hath hitherto wholly refuſed and ſtill doth refuſe to pay the ſame, to the damage of the ſaid James, who ſues as aforeſaid, of eighty pounds; and therefore, &c.; and ſuch proceedings were thereupon had in the court of our ſaid lord the king, before the king himſelf, to wit, at Weſtminſter aforeſaid, in that plea, that by the judgment of the court here the ſaid James has recovered againſt the ſaid John the ſaid debt of eighty pounds ſo demanded by him as aforeſaid, as by the record and proceedings thereof in the ſaid court here manifeſtly appears: And the ſaid John further ſays, that the ſaid cauſe of action contained in the ſaid declaration of the ſaid S. and the ſaid cauſe of action contained in the ſaid declaration of the ſaid James, are one and the ſame cauſe of action and not divers; and this he is ready to verify; wherefore he prays judgment if the ſaid S. ought to have or maintain his aforeſaid action againſt him, &c.

Count, expoſe to ſale.

And the ſaid S. who as well, &c. ſays, that he by reaſon of any thing by the ſaid John above in pleading alledged, ought not to be precluded from having and maintaining his ſaid action againſt the ſaid John; becauſe he ſays, that the ſaid plea of the ſaid John

Demurrer.

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in manner and form above pleaded, and the matter in the ſame contained. are not ſufficient in law to preclude the ſaid S. who as well, &c. from having and maintaining his ſaid action againſt the ſaid John, to which ſaid plea in manner above pleaded the ſaid S. who as well, &c. is not bound by the law of the land to anſwer; and this he is ready to verify; wherefore for want of a ſufficient plea in this behalf the ſaid S. who ſues as well, &c. prays judgment and the ſaid debt, together with his damages occaſioned by the detaining of that debt, may be adjudged to him, &c.

And the ſaid J. ſays, that the ſaid plea of him the ſaid J. in manner and form above pleaded, and the matter therein contained, are not ſufficient in law to preclude the ſaid S. who as well, &c. from having and maintaining his ſaid action againſt him the ſaid J. which ſaid plea, and the matter therein contained, the ſaid J. is ready to verify and prove as the court ſhall think fit; and becauſe the ſaid S. who as well, &c. hath not anſwered the ſaid plea, nor in any manner denied the ſame, the ſaid John, as before, prays judgment, and that the ſaid S. who as well, &c. may be barred from having or maintaining his ſaid action againſt him, &c. but becauſe the court of our ſaid lord the king now here is not yet adviſed about giving judgment of and upon the premiſes, day is therefore given to the parties aforeſaid to come before our lord the king at Weſtminſter, until next after to hear judgment of and upon the ſame premiſes, for that the court of our ſaid lord the king now here is not adviſed thereof, &c. Joinder.

Trin'ty Term, 15. Geo. 2. judgment on argument was given for the plaintiff. The defendant having pleaded in bar, ought to have ſhewn that the action in the plea was firſt commenced, ſo that the right attached according to the caſe of Hutchinſon and Thomas, 2. Lev. 141. In each ſuit, *primâ facie* was commenced the firſt day of term. This and the paper book were had in 1762 from Mr. Solicitor-general Norton, who argued the caſe for the plaintiff, and he told me the Court were of opinion each ſuit ought to have been pleaded in abatement of the other.

This Caſe is reported in 2. Stra. 1169.

MIDDLESEX, to wit. W. S. who ſues in this behalf as well for our ſovereign lord the king as for himſelf, complains of P. G. *alias* P. G. being in the cuſtody, &c. of a plea that he render to our ſaid ſovereign lord the king and to the ſaid W. S. who ſues as aforeſaid, the ſum of ſix hundred pounds, which he owes to and unjuſtly detains from him: For that whereas by an act made at a parliament of our late ſovereign lord George the Second, late king of Great Britain, &c. and holden at Weſtminſter by prorogation on the twenty-ninth day of November, in the twenty-ſecond year of his reign, entitled, "An Act for the more "effectual preventing the Importation and Wear of Foreign "Embroidery and Brocade, and Gold and Silver Thread Lace, "or other Work made of Gold or Silver Lace manufactured in "Foreign Parts;" it was enacted, amongſt other things, that from and after the firſt day of July 1749, no foreign embroidery or gold or ſilver lace ſhould be imported or brought into Great Bri- Debt for having cloaths laced with foreign lace. 22. Geo. 2. c. 36.

Britain upon pain of being forfeited and burnt, and upon further penalty of one hundred pounds of lawful money of Great Britain, to be paid by the ſaid importer thereof for each piece or parcel ſo imported: And it was further enacted by the ſaid act, that from and after the ſaid firſt day of July 1749, no mercer, lacéman, haberdaſher, upholder, milliner, taylor, or other perſon or perſons whoſoever ſhould vend, utter, ſell, or expoſe to ſale or exchange, barter, truck, or otherwiſe diſpoſe of any foreign embroidery, gold or ſilver thread, lace, fringe, brocade, or any other work made thereof, or of gold or ſilver wire or plate wire, wrought, fabricated, or manufactured in foreign parts, or ſew, work, or make up the ſame for, in, or upon any garment or wearing apparel whatſoever, upon pain that all and every ſuch foreign embroidery, gold or ſilver thread lace, fringe, brocade, or other work made thereof, or of gold or ſilver wire or plate ſo ſold or expoſed to ſale, exchanged, bartered, tracked, or diſpoſed of, or ſewed, or worked, or made up for, in, or upon any garment or wearing apparel, and the garment, wearing apparel, or other materials in which or upon which the ſame ſhould be ſo ſewed, wrought, or made up, ſhould be forfeited and burnt, and all and every perſon or perſons who ſhould vend, utter, ſell, or expoſe to ſale, exchange, barter, or truck or diſpoſe of, or knowingly ſew, work, or make up for, in, or upon any garment or wearing apparel any ſuch foreign embroidery, gold or ſilver thread lace, fringe, brocade, or other work wove, wrought, fabricated, or manufactured in foreign parts, ſhould for every ſuch offence forfeit the ſum of one hundred pounds of lawful money of Great Britain: And it was further enacted by the aforeſaid act, that all foreign embroidery, and gold or ſilver thread lace, fringe, brocade, or other work made thereof, or of gold or ſilver wire, or of plate wire, wrought, fabricated, or manufactured in foreign parts, which after the firſt day of July 1749, ſhould be found within this kingdom, whether the ſame ſhould be mixed with, ſewed, or made up together with any other goods or materials, or otherwiſe, and the apparel, garment, or other materials in, with, or upon which the ſame ſhould be mixed, ſewed, or made up, ſhould be forfeited, and after condemnation thereof ſhould be burnt, and the mercer, lacéman, haberdaſher, upholder, milliner, taylor, or other dealers in, or vender, or maker up of any of the ſaid manufactory in whoſe houſe or cuſtody or poſſeſſion the ſame ſhould be ſo found and ſeized, being thereof convicted, ſhould for each piece or parcel of ſuch foreign embroidery, gold or ſilver wire or plate that ſhould be ſeized or found in his, her, or their houſe, ſhop, warehouſe, cuſtody, or poſſeſſion as aforeſaid, and which ſhould have been brought, placed, or continued there with his, her, or their knowledge, privity, or conſent, forfeit the ſum of one hundred pounds of lawful money of Great Britain: And it was further enacted by the ſaid act, that all foreign embroidery, gold or ſilver thread lace, brocade, or other work made thereof, or of gold or ſilver wire or plate ſeized by virtue of that or any other act, ſhould after condemnation be, together with the garment, wearing apparel, or other materials in, with

or upon which the ſame ſhould be mixed, ſewed, wrought, or made up, publickly burnt at ſuch places as the commiſſioners of his majeſty's cuſtoms in England or Scotland reſpectively ſhould direct: And it was further enacted by the ſaid act, that the ſeveral penalties and forfeitures in that act mentioned ſhould and might be proſecuted and determined by bill, plaint, or information in any of his majeſty's courts of record at Weſtminſter, or in the court of exchequer in Scotland reſpectively, wherein no eſſoign, protection, privilege, wager of law, or more than one imparlance ſhould be allowed, and one moiety of the ſaid penalties or forfeitures ſhould be to the king's majeſty, and the other moiety to ſuch perſon or perſons as would ſue for or proſecute the ſame: And it was further enacted by the ſaid act, that if any queſtion or doubt ſhould arife where the ſaid goods were manufactured, the proof ſhould be upon the owner or claimer of the ſaid goods, or be proſecuted for being guilty of an offence againſt the act, and not upon the proſecutor, any law, uſage, or cuſtom to the contrary notwithſtanding, as by the ſaid act, amongſt other things (relation being thereto had) more fully appears: And the ſaid W. S. who ſues as aforeſaid, further ſays, that the ſaid Peter, on the twenty-third day of December, in the year of Our Lord 1705, and long before, and from thence hitherto hath been and ſtill is a taylor, and a dealer in and vender of gold and ſilver lace made and manufactured in foreign parts, and in foreign brocade and embroidery, gold and ſilver thread, and wire and plate, and the ſaid trade and buſineſſes hath during all that time uſed and exerciſed, to wit, at Weſtminſter, in the ſaid county of Middleſex, and that after the making the aforeſaid act, and after the firſt day of July, in the ſaid year of Our Lord 1749 mentioned in the ſaid act, and within the ſpace of three months next before the commencement of this ſuit, to wit, on the twenty-third day of December, in the year of Our Lord 1764, at Weſtminſter aforeſaid, there was found and ſeized in the houſe of the ſaid Peter, and in his poſſeſſion, he the ſaid P. ſo then being a taylor and dealer in the ſaid manufactures as aforeſaid, one cloth coat laced with ſilver thread lace ſewed thereon, one cloth waiſtcoat laced with ſilver thread lace ſewed thereon, one pair of cloth breeches laced with ſilver thread lace ſewed thereon, one cloth coat laced with gold thread lace, and one ſilver tiſſue ſhape for a waiſtcoat brocaded with gold and ſilver thread, which ſaid lace ſo ſewed on the ſaid two coats, two waiſtcoats, and one pair of breeches, and every part thereof, were and had been before then made, manufactured, and fabricated in foreign parts; and which ſaid ſhape ſo embroidered as aforeſaid, and the ſaid embroidery, had been and were before then made, manufactured, and fabricated in foreign parts, which ſaid two coats, two waiſtcoats, and one pair of breeches ſo laced as aforeſaid, and the ſaid ſhape ſo embroidered as aforeſaid had been before then brought and placed in the ſaid houſe of the ſaid Peter, and was then and continued there with the knowledge, privity, and conſent of the ſaid P. againſt the form and effect of the ſaid act, the ſaid P. forfeited for his ſaid offence the ſum of ſix hundred pounds, being one hun-

dred pounds for each and every of the ſaid two coats and two waiſtcoats, and one pair of breeches, and one ſhape, whereby and by force of the ſaid act an action hath accrued to our ſaid lord the king and to the ſaid W. S. who ſues as aforeſaid, to demand and have of the ſaid P. the ſaid ſix hundred pounds above demanded; yet the ſaid P. although often requeſted, hath not yet paid the ſaid ſix hundred pounds, or any part thereof, to our ſaid lord the king and the ſaid W. S. who ſues as aforeſaid, or to either of them, but to pay the ſame to our ſaid lord the king and the ſaid W. S. who ſues as aforeſaid, or either of them, he the ſaid Peter hath hitherto altogether refuſed, and ſtill doth refuſe, to the damage, &c.

(a) Declaration againſt the provoſt marſhal of Tortola for the eſcape of a priſoner in execution upon two judgments recovered by the plaintiff in the court of common pleas, writs having been executed, for the eſcape committed by the ſaid late provoſt-marſhal.

LONDON, to wit. Mark Davis, and Philip Protheroe complain of John Pownall, being in the cuſtody of the marſhal, &c. of a plea that he render to them ſeven thouſand five hundred and forty-eight pounds four ſhillings and ninepence of good and lawful money of Great Britain, which he owes to and unjuſtly detains from them: For that whereas the ſaid Mark and Philip heretofore, to wit, on the fifth day of July, in A. D. 1786, in a certain court of record of our ſaid lord the king, to wit, the court of common pleas of the Virgin Iſlands, holden at Tortola, one of the ſaid Virgin Iſlands, before the honourable James Robertſon, eſquire, chief juſtice, and his companions, aſſiſtant juſtices of his majeſty's court of common pleas of the ſaid iſlands, by the conſideration and judgment of the ſame court recovered againſt one James Grigg and one William Grigg for a certain debt before then confeſſed in the ſame court by the ſaid James Grigg and William Grigg, the ſum of three thouſand two hundred and ſeventy-nine pounds fourteen ſhillings and ſevenpence halfpenny of lawful money of Great Britain, equal to ſix thouſand one hundred and forty-nine pounds nine ſhillings and tenpence three farthings current gold and ſilver money of the ſaid Virgin Iſlands, exchanged at eighty-ſeven and a half per cent, with coſts: And the ſaid Mark and Philip in fact ſay, that the ſaid coſts ſo adjudged to them the ſaid Mark and Philip as aforeſaid, were afterwards, to wit, on the ſaid fifth day of July, A. D. 1786, at Tortola aforeſaid, to wit, at London, in the pariſh of Saint Mary-le-Bow, in the ward of Cheap, taxed in due form of law, and then and there amounted to a large ſum of money, to wit, the ſum of nine pounds nine ſhillings and twopence current money of the ſaid iſlands, amounting to a large ſum of money, to wit, the ſum of five pounds and tenpence of lawful money of Great Britain, and the ſaid judgment being in full force, and the ſaid ſum of money and coſts ſo recovered as aforeſaid being wholly unpaid and unſatisfied, the ſaid Mark and Philip, for the obtaining the ſaid ſum of money and coſts by them recovered as aforeſaid, afterwards, to wit, on the ſame day and year aforeſaid, duly ſued and proſecuted out of the ſaid court of common

(a) See Vol. V. ante, Debt on Simple Contracts, p. 275, and note, p. 277. Theſe following precedents being communicated too late to come in their proper place. (See Debt on Eſcape, Vol. V. p. 222.)

pleas of the ſaid Virgin Iſlands, a certain writ of our ſaid lord the king, bearing date the fifth day of July, in the twenty-ſixth year of the reign of our ſaid lord the now king, againſt the ſaid James Grigg and William Grigg, of and upon the aforeſaid judgment, directed to the provoſt marſhal for the ſaid Virgin Iſlands or his lawful deputy, by which ſaid writ our ſaid lord the king did require and command the ſaid provoſt marſhal or his lawful deputy to levy the ſaid ſum of money ſo recovered by the ſaid judgment aforeſaid, with the coſts ſo taxed as aforeſaid, and all ſubſequent coſts of that execution of the goods and chattels, ſlaves, lands, tenements, and hereditaments, rents, charges, and annuities belonging to the ſaid James Grigg and William Grigg, and debts due to the ſaid James Grigg and William Grigg in the manner directed and appointed, by virtue of a certain act of the ſaid iſland of Tortola in that caſe made and provided, and in caſe he the ſaid provoſt marſhal or his lawful deputy could not immediately find ſufficient goods and chattels, ſlaves, lands, tenements, and hereditaments, rent, charges, annuities, and debts of the ſaid James Grigg and William Grigg, to attach the bodies of the ſaid James Grigg and William Grigg, and them ſafely to keep until the ſaid judgment ſhould be ſatisfied and paid, and of the proceedings of the ſaid provoſt marſhal or his lawful deputy therein to make return within thirty-one days from the date of the ſaid writ of our ſaid lord the now king, and thereof not to fail, as the ſaid provoſt marſhal or his lawful deputy ſhould anſwer the contrary at the peril of the ſaid provoſt marſhal or his lawful deputy. And whereas alſo the ſaid Mark and Philip heretofore, to wit, on the ſaid ſixth day of July, in the ſaid A. D. 1786, in the ſaid court of common pleas of the Virgin Iſlands holden at Tortola aforeſaid, one of the ſaid Virgin Iſlands, before the honourable James Robertſon, eſquire, chief, and his companions, aſſiſtant juſtices of his majeſty's court of common pleas of the ſaid iſlands, by the conſideration and judgment of the ſame court recovered againſt the ſaid James Grigg for certain damages before that time confeſſed in the ſame court by the ſaid James Grigg, the ſum of four hundred and eighty-four pounds eighteen ſhillings and tenpence of lawful money of Great Britain, equal to nine hundred and nine pounds five ſhillings and threepence current gold and ſilver money of the ſaid Virgin Iſlands, exchange at eighty-ſeven and a half *per cent.* with coſts: And the ſaid Mark and Philip in fact ſay, that the ſaid laſt-mentioned coſts ſo adjudged to them the ſaid Mark and Philip as aforeſaid, were afterwards, to wit, on the ſaid fifth day of July in the ſaid A. D. 1786, at Tortola aforeſaid, to wit, at London aforeſaid, in the pariſh and ward aforeſaid, taxed in due form of law, and then and there amounted to a large ſum of money, to wit, the ſum of eight pounds five ſhillings and twopence current money of the ſaid iſlands, amounting to a large ſum of money, to wit, the ſum of four pounds eight ſhillings and one penny of lawful money of Great Britain, and the ſaid laſt-mentioned judgment being in full force, and the ſaid damages and laſt-

men-

mentioned coſts, being wholly unpaid and unſatisfied, the ſaid Mark and Philip, for the obtaining of the ſaid damages and the ſaid laſt-mentioned coſts ſo by them recovered as aforeſaid, afterwards, to wit, on the ſame day and year laſt aforeſaid, ſued and proſecuted out of the ſaid court of common pleas of the ſaid Virgin Iſlands, a certain other writ of our ſaid lord the now king, bearing date the fifth day of July, in the twenty-ſixth year of the reign of our ſaid lord the now king againſt the ſaid James Grigg, of and upon the ſaid laſt-mentioned judgment, directed to the provoſt marſhal for the Virgin Iſlands or his lawful deputy, by which ſaid laſt-mentioned writ our ſaid lord the king did require and command the ſaid provoſt marſhal or his lawful deputy, to levy the ſaid ſum of four hundred and eighty-four pounds eighteen ſhillings and tenpence of lawful money of Great Britain, equal to nine hundred and nine pounds five ſhillings and threepence of current gold and ſilver money of the ſaid Virgin Iſlands, exchanged at eighty-ſeven and a half *per cent.* by the ſaid laſt mentioned judgment ſo recovered as aforeſaid, with the ſaid laſt-mentioned coſts ſo taxed as aforeſaid, and all ſubſequent coſts of that execution of the goods and chattels, ſlaves, lands, tenements, and hereditaments, rents, charges, and annuities, belonging to the ſaid James Grigg, and debts due to the ſaid James Grigg, in the manner directed and appointed by virtue of a certain act of the ſaid iſland of Tortola in that caſe made and provided; and in caſe he the ſaid provoſt marſhal or his lawful deputy could not immediately find ſufficient goods and chattels, ſlaves, lands, tenements, and hereditaments, rents, charges, and annuities, and debts of the ſaid James Grigg, to attach the body of the ſaid James Grigg, and him ſafely keep until the ſaid laſt-mentioned judgment ſhould be ſatisfied and paid, and of the proceedings of the ſaid provoſt marſhal or his lawful deputy therein to make return within thirty days from the date of the ſaid laſt-mentioned writ of our ſaid lord the now king, and thereof not to fail, as the ſaid provoſt marſhal or his lawful deputy ſhould anſwer the contrary at the peril of the ſaid provoſt marſhal or his lawful deputy: And the ſaid Mark and Philip further ſay, that the ſaid John Pownall, before the reſpective time of iſſuing and proſecuting of the aforeſaid writs out of the ſaid court as aforeſaid, was, and from thence hitherto hath been, provoſt marſhal for the ſaid Virgin Iſlands, and that during all that time it was the duty of the ſaid John Pownall as provoſt marſhal as aforeſaid, by himſelf or his ſufficient and lawful deputy, to duly execute all ſuch writs as aforeſaid, ſued and proſecuted out of the ſaid court of common pleas of the Virgin Iſlands, and ſo directed to him or his lawful deputy as aforeſaid, and by himſelf or his ſufficient and lawful deputy, to detain and keep in ſafe cuſtody all perſons by him or ſuch his deputy as aforeſaid taken or had in execution by virtue of the ſame: And the ſaid Mark and Philip further ſay, that by the ſaid firſt-mentioned writ ſo ſued and proſecuted out of the ſaid court of common pleas, and ſo directed as aforeſaid, before the return thereof, to wit, on the fifth day of July, in the ſaid A.D. 1786,

1786, at Tortola aforesaid, to wit, at London aforesaid, in the parish and ward aforesaid, was delivered to one Maurice Liste, he the said Maurice Liste then and there being the lawful deputy of the said John Pownall as provost marshal as aforesaid, and by him in that behalf authorized and appointed to be executed in due form of law: And the said Mark and Philip further say, that afterwards, and before the execution of the said last-mentioned writ so delivered to the said Maurice Liste as aforesaid, and before the return of the said writ secondly above-mentioned, to wit, on the fifth day of July, A. D. 1786, at Tortola aforesaid, to wit, at London aforesaid, in the parish and ward aforesaid, the said writ secondly above-mentioned, so sued and prosecuted out of the same court, and so directed as aforesaid, was delivered to the said Maurice Liste, he the said Maurice Liste so then and there being the lawful deputy of the said John Pownall, as provost marshal as aforesaid, and by him in that behalf authorized and appointed to be executed in due form of law; and the said Mark and Philip in fact say, that the said Maurice Liste, being such deputy of the said John Pownall as aforesaid, afterwards, and whilst the said John Pownall was so provost marshal as aforesaid, and before the return of either of the said writs so sued and prosecuted as aforesaid, to wit, on the tenth day of July, in the said A. D. 1786, at Tortola aforesaid, to wit, at London aforesaid, in the parish and ward aforesaid, by virtue of the said writs, attached, took, and arrested the said James Grigg by his body, and then and there had and detained him in execution of the said judgment at the suit of the said Mark and Philip, as well for the said sums of six thousand one hundred and forty-nine pounds nine shillings and tenpence three farthings and three pounds nine shillings and twopence, as for the said sums of nine hundred and nine pounds five shillings and threepence and eight pounds five shillings and twopence, current money of the said islands, amounting in the whole to a large sum of money, to wit, the sum of three thousand seven hundred and seventy-four pounds two shillings and fourpence halfpenny of lawful money of Great Britain, and so had and kept, and detained the said James Grigg in execution at the suit of the said Mark and Philip as aforesaid, until he the said Maurice Liste, so being such deputy of the said John Pownall as aforesaid, afterwards, and whilst the said John Pownall was provost marshal of the said island as aforesaid, to wit, on the twentieth day of August, A. D. 1786, at Tortola aforesaid, to wit, at London aforesaid, in the parish and ward aforesaid, without the licence and against the will of the said Mark and Philip, voluntarily and without any legal warrant or authority whatsoever, permitted and suffered the said James Grigg to go at large and escape out of the custody of him the said Maurice Liste, so being such deputy of the said John Pownall as aforesaid, the said sum of three thousand seven hundred and seventy-four pounds two shillings and fourpence halfpenny, and every part thereof then and still being wholly unpaid and unsatisfied to the said Mark and Philip:

Foreign laws must be proved as facts. Cowp. 174.

Philip: And the ſaid Mark and Philip further ſay, that by the laws eſtabliſhed in the ſaid Virgin Iſlands before and at the time of the ſaid arreſt and eſcape, and ſtill in force there, any priſoner being in the cuſtody of the provoſt marſhal for the time being, or his deputy, in execution of any judgment recovered by any perſon or perſons againſt ſuch priſoner, in any court of our ſaid lord the king there for any debt due to ſuch perſon or perſons, hath eſcaped out of ſuch cuſtody the provoſt marſhal hath been and is liable to ſatisfy ſuch perſon or perſons the ſum of money remaining due and unpaid to him or them upon ſuch judgment, to wit, at London aforeſaid, in the pariſh and ward aforeſaid; by reaſon of all ſuch premiſes an action hath accrued to the ſaid Mark and Philip to demand and have of and from the ſaid John Pownall the ſaid ſum of three thouſand ſeven hundred and ſeventy-four pounds two ſhillings and fourpence halfpenny, parcel of the ſaid ſum of ſeven thouſand five hundred and forty-three pounds four ſhillings and ninepence above demanded: And whereas alſo the ſaid Mark and Philip heretofore, to wit, on the ſaid fifth day of July, in the ſaid A. D. 1786, in the court of common pleas of the Virgin Iſlands, holden at Tortola aforeſaid, one of the ſaid Virgin Iſlands, before the honourable James Robertſon, eſquire, chief, and his companions, aſſiſtant juſtices of his majeſty's court of common pleas of the ſaid iſlands, by the conſideration and judgment of the ſame court recovered againſt the ſaid James Grigg and William Grigg, for a certain other debt before that time confeſſed in the ſame court by the ſaid James Grigg and William Grigg, the further ſum of three thouſand two hundred and ſeventy-nine pounds fourteen ſhillings and ſevenpence halfpenny of lawful money of Great Britain, equal to ſix thouſand one hundred forty-nine pounds nine ſhillings and tenpence three farthings, current gold and ſilver money of the ſaid Virgin Iſlands, exchange at eighty-ſeven and a half *per cent.* with coſts: And the ſaid Mark and Philip in fact ſay, that the ſaid laſt-mentioned coſts, ſo adjudged to them the ſaid Mark and Philip as aforeſaid, were afterwards, to wit, on the ſaid fifth day of July, in the ſaid A. D. 1786, at Tortola aforeſaid, to wit, at London aforeſaid, in the pariſh and ward aforeſaid, taxed in due form of law, and then and there amounted to a large ſum of money, to wit, the ſum of nine pounds nine ſhillings and twopence, current money of the ſaid iſland, amounting to a large ſum of money, to wit, the ſum of five pounds and tenpence of lawful money of Great Britain, and the ſaid laſt judgment being in full force, and the ſaid laſt-mentioned ſum of money and the ſaid laſt-mentioned coſts ſo recovered as aforeſaid being wholly unpaid and unſatisfied, the ſaid Mark and Philip, for the obtaining of the ſaid laſt-mentioned ſum of money and the ſaid laſt-mentioned coſts ſo by them recovered as aforeſaid, afterwards, to wit, on the ſame day and year laſt aforeſaid, ſued and proſecuted out of the ſaid court of common pleas of the ſaid Virgin Iſlands a certain other writ of our ſaid lord the king, bearing date the fifth day of July, in the twenty-ſixth year of the reign of our

ſaid

ſaid lord the now king, againſt the ſaid James Grigg and William Grigg, of and upon the ſaid laſt-mentioned judgment, directed to the provoſt marſhal for the ſaid Virgin Iſlands or his lawful deputy, by which ſaid laſt-mentioned writ our ſaid lord the king did require and command the ſaid provoſt marſhal or his lawful deputy to levy the ſaid laſt-mentioned ſum of money, ſo recovered by the ſaid laſt-mentioned judgment as aforeſaid, with the ſaid laſt-mentioned coſts ſo taxed as aforeſaid, and all ſubſequent coſts of that execution of the goods, chattels, ſlaves, lands, tenements, and hereditaments, rent, charges, and annuities, belonging to the ſaid James Grigg and William Grigg, and debts due to the ſaid James Grigg and William Grigg, in the manner directed and appointed by virtue of a certain act of the ſaid iſland of Tortola in that caſe made and provided; and in caſe he the ſaid provoſt marſhal or his lawful deputy could not immediately find ſufficient goods and chattels, ſlaves, lands, tenements, and hereditaments, rents, charges, annuities, and debts of the ſaid James Grigg and William Grigg, to attach the bodies of the ſaid James Grigg and William Grigg, and them ſafely to keep until the ſaid laſt-mentioned judgment ſhould be ſatisfied and paid, and of the proceedings of the ſaid provoſt marſhal or his lawful deputy therein to make return within thirty days of the date of the ſaid laſt-mentioned writ of our ſaid lord the now king, and thereof not to fail; as the ſaid provoſt marſhal or his lawful deputy ſhould anſwer the contrary at the peril of the ſaid provoſt marſhal or his lawful deputy: And the ſaid Mark and Philip further ſay, that the ſaid John Pownall, before and at the time of ſuing and proſecuting of the ſaid laſt-mentioned writ out of the ſaid court as aforeſaid, was and from thence hitherto hath been provoſt marſhal of the ſaid Virgin Iſlands, and that during all that time it was the duty of the ſaid John Pownall, as provoſt marſhal as aforeſaid, by himſelf or his ſufficient and lawful deputy, to duly execute all ſuch writs as aforeſaid ſued and proſecuted out of the ſaid court of common pleas of the ſaid Virgin Iſlands, and ſo directed to him or his lawful deputy as aforeſaid, and by himſelf or his ſufficient and lawful deputy as aforeſaid, taken or had in execution by virtue of the ſame: And the ſaid Mark and Philip further ſay, that the ſaid laſt-mentioned writ ſo ſued and proſecuted out of the ſaid court of common pleas, and ſo directed as aforeſaid, before the return thereof, to wit, on the ſaid fifth day of July, in the ſaid A. D. 1786, at Tortola aforeſaid, to wit, at London aforeſaid, in the pariſh and ward aforeſaid, was delivered to the ſaid Maurice Liſte, he the ſaid Maurice Liſte then and there being the lawful deputy of the ſaid John Pownall as provoſt marſhal as aforeſaid, and by him in that behalf authorized and appointed to be executed in due form of law: And the ſaid Mark and Philip further ſay, that the ſaid Maurice Liſte, ſo being ſuch deputy of the ſaid John Pownall as aforeſaid, afterwards and whilſt the ſaid John Pownall was ſo provoſt marſhal as aforeſaid, and before the return of the ſaid laſt-mentioned writ ſo ſued and proſecuted as aforeſaid, to wit, on the tenth day

of

of July, in the ſaid A. D. 1786, at Tortola aforeſaid, to wit, at London aforeſaid, in the pariſh and ward aforeſaid, by virtue of the ſaid laſt-mentioned writ, attached, took, and arreſted the ſaid James Grigg by his body, and then and there had and detained him in execution of the ſaid laſt-mentioned judgment, at the ſuit of the ſaid Mark and Philip for the ſaid laſt-mentioned ſums of ſix thouſand one hundred and forty-nine pounds nine ſhillings and tenpence three farthings, and nine pounds nine ſhillings and twopence, current money of the ſaid iſlands, amounting in the whole to a large ſum of money, to wit, the ſum of three thouſand two hundred and eighty four pounds fifteen ſhillings and fivepence halfpenny of lawful money of Great Britain, and ſo had, kept, and detained the ſaid John Grigg in execution at the ſuit of the ſaid Mark and Philip as laſt aforeſaid, until he the ſaid Maurice Liſle, ſo being ſuch deputy of the ſaid John Pownall as aforeſaid, afterwards, and whilſt the ſaid John Pownall was provoſt marſhal of the ſaid iſlands as aforeſaid, to wit, on the twentieth day of Auguſt, in A. D. 1786, at Tortola aforeſaid, to wit, at London aforeſaid, in the pariſh and ward aforeſaid, without the licence and againſt the will of the ſaid Mark and Philip, voluntarily, and without any legal warrant or authority whatſoever, permitted and ſuffered the ſaid James Grigg to go at large and eſcape out of the cuſtody of him the ſaid Maurice Liſle, ſo being ſuch deputy of the ſaid John Pownall as aforeſaid, the ſaid laſt-mentioned ſum of three thouſand two hundred and eighty-four pounds fifteen ſhillings and fivepence halfpenny, and every part thereof, then and ſtill being wholly unpaid and unſatisfied to the ſaid Mark and Philip: And the ſaid Mark and Philip further ſay, that by the laws eſtabliſhed in the ſaid Virgin Iſlands before and at the time of the ſaid laſt-mentioned arreſt and eſcape, and ſtill in force there, if any priſoner being in the cuſtody of the provoſt marſhal for the time being, or his deputy, in execution of any judgment recovered by any perſon or perſons againſt ſuch priſoner in any court of our ſaid lord the king there, for any debt due to ſuch perſon or perſons, hath eſcaped out of his cuſtody, the provoſt marſhal hath been and is liable to ſatisfy ſuch perſon or perſons the ſum of money remaining due and unpaid to him or them upon ſuch judgment, to wit, at London aforeſaid, in the pariſh and ward aforeſaid; by reaſon of all which laſt-mentioned premiſes an action hath accrued to the ſaid Mark and Philip to demand and have of and from the ſaid John Pownall the ſaid laſt mentioned ſum of three thouſand two hundred and eighty-four pounds fifteen ſhillings and fivepence halfpenny, other parcel of the ſaid ſum of ſeven thouſand five hundred and forty-eight pounds four ſhillings and ninepence above demanded. [There was another Count upon the judgment againſt James Grigg, only mentioned in the firſt Count.] Common concluſion in debt.

VICARY GIBBS.

DEBT

(a) DEBT on BYE LAW.

The MASTER, GOVERNOR, and COMPANY of the ART and SCIENCE of SURGEONS of LONDON *against* FARQUHAR.

MIDDLESEX, to wit. The maſter, governor, and company of the art and ſcience of ſurgeons of London complain againſt Walter Farquhar, being, &c. of a plea that he render to them twenty pounds of, &c. which he owes to and unjuſtly detains from them; for that whereas the lord Charles, late king of England, by his letters patent under the great ſeal of England, bearing date at C. the fifteenth day of Auguſt, in the fifth year of his reign, reciting, that by a certain act, in a parliament of the lord Henry the Eighth, late king of England, his predeceſſor, in the thirty-ſecond year of his reign, it was among other things enacted, that the two then ſeveral and diſtinct ſocieties of barbers and ſurgeons of London, and every of them, being free of both the ſaid ſocieties according to the cuſtom of the city of London, and their ſucceſſors, ſhould from thenceforth be and remain united, and made and reduced into one intire body corporate and perpetual commonalty, by the name of maſters or governors of the myſtery and company of barbers and ſurgeons of London, for ever thereafter, and by no other name, as by the ſaid act did more fully appear: And reciting, further, that the men of the ſame ſocieties, as well from the time they were ſo united and reduced into one body corporate and politic, as before reſpectively had holden, uſed, and enjoyed divers liberties, franchiſes, immunities, cuſtoms, and pre-eminences, as well within his city of London, the ſuburbs and liberties thereof, as within certain villages and places to the ſaid city adjacent, as well on account of the ſaid act of parliament, and other acts of parliament, as by virtue and on account of divers charters and letters patent by his dearly beloved father, the late king James, of bleſſed memory, and others his progenitors and predeceſſors, late kings and queens of England, to the freemen of the ſaid ſocieties and their ſucceſſors, or either of them, heretofore made and granted: And further reciting that his beloved ſubjects the maſters or governors of the myſtery or company of barbers and ſurgeons of London aforeſaid, had moſt humbly beſought him that he would ratify unto them the maſters or governors of the myſtery or commonalty aforeſaid, and their ſucceſſors, their ancient privileges, liberties, franchiſes, cuſtoms, and pre-eminences theretofore granted and uſed, and alſo would duly confirm the former grants and charters of his progenitors and predeceſſors aforeſaid, and would explain, amplify, and reduce to certainty all defects, ambiguities, and matters of doubt happening in the ſame grant, and that for the better and more ſure rule and government as well of the free barbers and ſurgeons within his ſaid city, and within the liberties and precincts by thoſe letters patent under granted, as of others being foreigners there exerciſing their arts

(a) Deb... by Su... Company's ... recover ... pounds ... month from ... who pra... ſurgery in ... city of ... minſter, ... out having ... ed examina... and received ... grand diplo... as required by ... bye law of ... ſaid company. Recital of di... parts of a c... ter of Cha... which reci... an act of H... for uniting ... company of ... bers and ... geons, confir... &c.

(a) This is among the precedents lately communicated, as in note, p. 376 (See Debt on Bye Law, Vol. V. p. 166.)

or myſteries, or either of them, and for the ſuppreſſion of impoſtors, and other unſkilful perſons, by whoſe ignorance very many of his ſubjects daily ſuſtained and ſuffered many evils and grievances in their bodies, alſo for the better and more ready ſupplying of his fleets and ſhips as well with barbers and ſurgeons, handy and experienced, as with emplaiſters, poultices, medicines, and other neceſſaries for his ſervice and expedition at ſea, he would be graciouſly pleaſed to enlarge the juriſdiction of the ſaid maſters or governors of the myſtery or commonalty aforeſaid, and their ſucceſſors, and to grant to them anew certain other privileges, liberties, and immunities as to him ſhould ſeem more expedient; he therefore graciouſly conſenting to ſuch their petition, and hoping that if the ſaid maſters or governors of the myſtery and company aforeſaid, and their ſucceſſors, ſhould from his grant hold and enjoy large liberties and privileges, they might then think themſelves more eſpecially and ſtrongly obliged to employ and beſtow all the ſervice they could for him, his heirs, and ſucceſſors, of his ſpecial grace, certain knowledge, and mere motion, for himſelf, his heirs, and ſucceſſors, did grant, approve, ratify, and confirm unto the aforeſaid maſters or governors of the myſtery and company aforeſaid, and their ſucceſſors, all and ſingular ſo many ſuch ſo great the ſame ſuch ſort and the like manors, meſſuages, lands, tenements, court leet, views of frankpledge, and other courts whatſoever, cuſtoms, liberties, franchiſes, immunities, acquittances, fines, amerciaments, juriſdictions, and hereditaments whatſoever, as well within his city of London, the liberties and ſuburbs thereof, as within the liberties and precincts thereunder by thoſe letters patent granted, as and which the men of the aforeſaid ſocieties of barbers and ſurgeons, or either of them, then lately had held, uſed, and enjoyed, or ought lately to have had, holden, uſed, and enjoyed, or their predeceſſors, by whatſoever name or names, or by whatſoever incorporation, or whether they had been theretofore incorporated or not, had ever lawfully had, holden, uſed, and enjoyed of hereditary eſtate to them and their ſucceſſors for ever, or otherwiſe, by reaſon or colour of any letters patent of any of his progenitors or predeceſſors, late kings or queens of England, theretofore in any manner ſoever rightfully and lawfully made, confirmed, or granted, or by colour of any lawful preſents, uſe, or cuſtom, or by any other lawful means, right, or title theretofore had, uſed, or accuſtomed, although they had not been uſed by them, or any of them, or might be, or had been abuſed, miſuſed, or diſcontinued; as alſo all and ſingular the charters and letters patents aforeſaid, and all things in them, or any of them, given, granted, ratified, or confirmed, or mentioned to have been given, granted, ratified, or confirmed, according to the true intent of the ſaid charters and letters patent: And further reciting that his ſaid dearly beloved father, the late king James, by his letters patent, ſealed with his great ſeal of England, bearing date at Weſtminſter, the thirtieth day of January, in the ſecond year of our reign over England, France, and Ireland, and over Scotland the thirty-eighth,

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eighth, willed, and for himſelf, his heirs, and ſucceſſors, granted unto the maſters or governors of the myſtery and commonalty of barbers and ſurgeons of London aforeſaid, and their ſucceſſors, that the maſters and governors of the myſtery and commonalty aforeſaid, and their ſucceſſors, ſhould for ever thereafter have full power and authority to take and have the ſuperviſal, ſcrutiny, examination, judgment, and correction of all and all manner of, as well freemen as others, whomſoever uſing or exerciſing the myſtery, art, or faculty of barbers and ſurgeons, or either of them, as well within the ſaid city of London, the liberties and ſuburbs thereof, as in other villages, hamlets, or places whatſoever, within three miles of the ſaid city, as well within the liberties as without, where any perſon uſing or exerciſing the myſtery, art, or faculty of barbers or ſurgeons ſhould dwell or reſide, or ſhould happen to dwell or reſide; reciting alſo, that by the ſame letters patent the ſaid late king, his moſt dear father, had given and granted divers other powers, liberties, juriſdictions, and pre-eminences unto the aforeſaid maſters or governors of the myſtery and commonalty aforeſaid, and unto their ſucceſſors, as well within the aforeſaid city of London, as within the diſtance of three miles of the ſame city, as well within the liberties as without, as by the ſame letters patent did more fully appear; he conſidering in his royal mind that from the time of the grant of the ſaid letters patent, very many new houſes and habitations had been then lately built and erected in parts to his ſaid city of London adjacent, eſpecially within ſeven miles of the ſaid city, and that by the daily concourſe of his ſubjects to the ſaid city, the number of them who exerciſed and profeſſed the art and faculty of barbers and ſurgeons was greatly increaſed, eſpecially of thoſe who were wholly unſkilful and incapable in due manner to execute the duties of that art and profeſſion for the good and ſafety of his people; he willed therefore, and by thoſe letters patent for himſelf, his heirs, and ſucceſſors, did grant unto the maſters or governors of the myſtery and commonalty of barbers and ſurgeons of London aforeſaid, and their ſucceſſors, that all and ſingular, as well freemen of the ſaid ſociety, as foreigners, whether they might be native ſubjects of that his kingdom of England or aliens, profeſſing and exerciſing the myſtery or art of a barber or ſurgeon, or either of them, within his cities of London and Weſtminſter, the liberties and ſuburbs thereof, and in other towns, hamlets, and places whatſoever, within the diſtance of ſeven miles of the ſaid city of London, as well within the liberties as without, for their own private lucre and profit (phyſicians duly approved of by the preſident and commonalty of the college of phyſicians, London, and admitted and allowed to practiſe phyſic being only excepted) ſhould and might from time to time for ever thereafter be ſubject and bound to the power, ſuperviſal, ſcrutiny, examination, government, ſummoning, convocation, viſitation, ſwearing, correction, and all other impoſitions, taxes, and collections whatſoever of the aforeſaid maſters or governors of the myſtery and commonalty of barbers and

ſurgeons of London and their ſucceſſors, maſters and governors of the ſaid corporation, and to all manner of pecuniary payments, charges, fines, amerciaments, impriſonment, pains, and penalties whatſoever by the aforeſaid maſters or governors of the myſtery or commonalty aforeſaid for the time being from time to time inflicted or impoſed; and that all and ſingular ſuch perſons profeſſing or exerciſing the aforeſaid arts of barbers and ſurgeons, or either of them, within his ſaid cities of London and Weſtminſter, or in whatſoever towns, hamlets, and places within ſeven miles of his ſaid city of London (except as before excepted) ſhould be holden and ſubject by and to the ſame laws, ordinances, oaths, impoſitions, taxes, fines, impriſonments, diſtreſſes, penalties, preſcriptions, and conſtitutions to and by which the barbers and ſurgeons of the ſaid city of London by any acts of parliament whatſoever, or by any charters or letters patent whatſoever, of any of his predeceſſors or progenitors theretofore to the aforeſaid maſters or governors of the myſtery and commonalty aforeſaid, by whatſoever names made and granted, might, or ought to be holden: And the ſaid late king Charles the Firſt by his ſaid letters patent further reciting, that the maſters or governors of the myſtery and commonalty of barbers and ſurgeons aforeſaid, and their aſſiſtants, out of their commendable care for the better ſuppreſſion of impoſtors, and others unſkilled in the art and ſcience of ſurgery aforeſaid, and avoiding unwholeſome ingredients, implaſters, ointments, poultices, and medicaments, had been uſed to elect out of themſelves ten examiners, who all profeſſing the aforeſaid art and ſcience of ſurgery, might ſurvey, examine, and try as well the freemen of the aforeſaid ſociety as foreigners, and their medicines and inſtruments; he therefore graciouſly conſulting the welfare and public good of his ſubjects, willed, and by thoſe letters patent for himſelf, his heirs, and ſucceſſors, granted unto the maſters or governors of the myſtery and commonalty aforeſaid, and their ſucceſſors, that for ever thereafter they ſhould have power and authority of electing and conſtituting ten of the freemen of that ſociety, in form in thoſe letters patent below ordained, who ſhould continue in that office during their natural lives, unleſs for any apparent default, or other reaſonable cauſe, they, or any of them, ſhould by the maſters or governors of the myſtery and commonalty aforeſaid for the time being, and the aſſiſtants of the ſame, or by the major part of them (of whom he willed that ſome of the maſters or governors there ſhould be two) be from that office amoved: And the ſaid late king Charles the Firſt, by his ſaid letters patent, further reciting, that for the better preſervation of the welfare of his ſubjects and preventing of dangers and inconveniencies which might happen to them by unſkilful impoſtors, and unexperienced profeſſors of the art of ſurgery, willed, and by thoſe letters patent, of his ſpecial grace, certain knowledge, and mere motion, for himſelf, his heirs, and ſucceſſors, granted unto the maſters or governors of the myſtery and commonalty aforeſaid, and their ſucceſſors, that no perſon or perſons whatſoever for the future, whether

ther he or they ſhould be a freeman or freemen of the ſaid ſociety, or a foreigner or foreigners, or whether he or they ſhould be a native ſubject or ſubjects of the kingdom of England, or an alien or aliens, ſhould exerciſe or uſe the ſaid art and ſcience of ſurgery within his ſaid cities of London and Weſtminſter, or either of them, or within the diſtance of ſeven miles of the ſaid city of London, for his or their private lucre or profit (the aforeſaid phyſicians ſo as aforeſaid approved of and admitted, being only excepted) unleſs the ſaid perſon or perſons ſhould have been firſt tried and examined, in the preſence of two or more of the maſters or governors of the myſtery and company aforeſaid, who ſhould be for the time, by four or more of the examiners of the ſame ſociety for the time being ſo as aforeſaid elected and appointed, and by the public letters teſtimonial of the ſame maſters or governors, under their common ſeal, approved of and admitted to exerciſe the ſaid art or ſcience of ſurgery, according to the laws and ſtatutes of that his kingdom of England, on pain of forfeiting the ſum of five pounds for every time wherein, without ſuch allowance and admonition, he or they ſhould practice ſurgery, or exerciſe the ſaid art or ſcience of ſurgery, and that the maſters or governors of the myſtery and commonalty aforeſaid, for the time being, might levy and recover ſuch penalties and forfeitures, and ſhould have one moiety thereof for himſelf, his heirs, and ſucceſſors, and the other moiety to be applied to the public uſe of the commonalty and ſociety aforeſaid, from time to time to be proſecuted by diſtreſs or action in any court of record, or not of record, to be holden within his ſaid city of London, or by any other lawful means whatſoever, or in any other court whatſoever, as to them ſhould ſeem more expedient, as by the ſaid letters patent (*a*) *in the court of chancery of our lord the now king, at Weſtminſter, inrolled of record (an exemplification of which ſaid record under the great ſeal of , and bearing date at* , the ſaid maſter, governors, and commonalty of the art and ſcience of ſurgeons of London bring here into court), it more fully and at large appears: And the ſaid maſter, governors, and commonalty of the art and ſcience of ſurgeons of London further ſay, that by a certain ſtatute made in the parliament of the lord George the Second, the late king of Great Britain, holden at Weſtminſter, in the eighteenth year of his reign, intitled, "An Act for making the Surgeons of London, and the Barbers "of London two ſeparate and diſtinct Corporations," it is enacted, that the union and incorporation of the barbers and ſurgeons, made and effected by the therein recited act of the thirty-ſecond year of Henry the Eighth, ſhould from and after, &c. &c. (inſert by way of recital the clauſe whereby the union and incorporation of barbers and ſurgeons was diſſolved, the ſurgeons made a ſeparate

Recital of ſeveral clauſes in 1 Geo. 2. for making the ſurgeons and barbers diſtinct corporations.

(*a*) The original charter is in the hands of the Barber's Company, and will be produced:—The following preſent was therefore inſerted inſtead of that in Italic: "Of the ſaid king Charles the Firſt under his great ſeal of England, and which ſaid letters patent under the great ſeal of the ſame lord the king of England." T. D.

body, and may enjoy rents not exceeding two hundred pounds *per annum)*: And by the ſaid ſtatute it is further enacted, that it ſhould and might be lawful, &c. &c. (the clauſe empowering the corporation to chooſe officers): And by the ſaid ſtatute it is further enacted, that it ſhould and might be lawful, &c. &c. (the clauſe empowering any two of the maſters and governors, with aſſiſtants, to hold courts and make or annul bye laws): And by the ſtatute it is further enacted, that John Ranby, eſquire, principal ſerjeant ſurgeon to his majeſty, &c. &c. (names of the maſter, wardens, examiners, and court of aſſiſtants): And by the ſaid ſtatute it is further enacted, that it ſhould and might be lawful to and for the ſaid J. R. &c. &c. (maſter, &c. (*a*) to meet on the firſt day of July 1745, to complete the court of aſſiſtants to the number of twenty-one): And by the ſaid ſtatute it is further enacted, that the maſter, governors, &c. &c. (annual meetings to chooſe officers): And the maſter, governors, and commonalty of the art and ſcience of ſurgeons of London in fact ſay, that after the making of the ſaid letters patent, and of the ſame act of parliament, and before the exhibiting of this bill, to wit, on the ſeventh day of April 1748, at London, in the pariſh of St. Mary, Ludgate, in the ward of FarringdonWithin, the (*b*) [then maſter or governor, and the then two governors and wardens, and nine or more of the then members of the ſaid court of aſſiſtants of the ſaid company, being then and there duly aſſembled, in order to treat and conſult about and concerning the rule, order, ſtate, and government of the ſaid company, did make and ordain a certain ordinance, or bye law, requiſite and convenient for the ſaid company, and not repugnant, &c.] *ſaid maſter, governors, and commonalty of the art and ſcience of ſurgeons of London, being then and there aſſembled for the good government of the ſaid freemen of the aforeſaid art and ſcience, and their ſaid commonalty, and their ſucceſſors, made a certain ordinance, or bye law, not repugnant to the laws of* this realm, whereby among other things, it is ordered, that if any perſon ſhould practiſe ſurgery, without having firſt been duly examined by the court of examiners, and having received the grand diploma under the ſeal of the company, he ſhould forfeit and pay to the uſe of the company the ſum of five pounds of, &c. for every month he ſhould ſo continue to practiſe, or profeſs to practiſe, without ſuch licence and authority, which ſaid ordinance or bye law ſo as aforeſaid made and ordained, afterwards, to wit, on the ſame day and year laſt aforeſaid, at London aforeſaid, at the requeſt of the ſaid maſter, governors, and commonalty of the art and ſcience of ſurgeons of London aforeſaid, and according to the

(*a*) I think it ſhould be ſhewn that this meeting was holden accordingly, and what five perſons were elected to fill up the number of twenty-one. T. D.

(*b*) The part in Italic was altered for that between crotchets above, by ſir Thomas Davenport.

I think it would be proper here to name the maſter, wardens, and members of the court of aſſiſtants, who were preſent at the making of this bye law. T. D.

tenor

tenor of a *certain act of parliament* in such case made and provided, was seen, read, and examined by the right honourable Philip lord Hardwick, then lord high chancellor of Great Britain, sir William Lee, knight, then lord chief justice of the lord George the Second, late king of Great Britain, assigned to hold pleas in the court of the same lord the king, before the king himself, and sir J. Willes, knight, then lord chief justice of the same lord the king of the bench, at Westminster, and by them approved, to wit, at Westminster aforesaid, in the county of Middlesex, of all which premises the said W. F. afterwards, to wit, on the first day of January 1778, at Westminster aforesaid, in the said county of Middlesex, had notice, and the said W. F. afterwards (*a*), to wit, on the same day and year last aforesaid, was there in due manner summoned and required to attend the court of examiners of the same company of surgeons to be by them examined as aforesaid: And the said master, governors, and commonalty of the art and science of surgeons of London in fact say, that the said W. F. after the making of the aforesaid ordinance or bye law, and before the exhibiting of this bill, to wit, on the first day of February 1781, and for four months then next following, within the said city of Westminster, in the said county of Middlesex, did practise surgery without having first been duly examined by the court of examiners (*b*) of the said commonalty, and without having received the grand diploma under the seal of the said commonalty, contrary to the form and effect of the aforesaid ordinance or bye law, to wit, at Westminster aforesaid, in the said county of Middlesex, whereby an action hath accrued to the said masters, governors, and commonalty of the art and science of surgeons of London aforesaid, to demand and have of and from the said W. F. the said twenty pounds above demanded; nevertheless the said W. F. although, &c. hath not yet, &c.; damages twenty pounds, and therefore, &c.

THOMAS DAVENPORT.

19. Hen. 6. Black. Com. B. 1. p. 476.

(*a*) Here must be set forth who were elected the ten examiners for that year, in which he had notice, and who composed the court of examiners, at which he was summoned to attend and be examined, that the court was holden, and he did not attend. T. D.

(*b*) The examiners were not elected annually, as sir T. conceived; but being once appointed held the office during life, or until removed. The component members of the court of examiners, at which defendant was summoned to attend, are enumerated, and the averment advised by sir T. stated under.

And the master, governors, and commonalty of the art and science of Surgeons of L. in fact say, that after the making of the said letters patent, and of the same act of parliament, and before the exhibiting of this bill, to wit, said first day of July 1745, between the hours of ten and two of the clock of the same day, the said J. R. J. S. &c. &c. &c. met at L. aforesaid, to wit, in the parish of, &c. in a certain place there called Surgeons Hall, the same having been duly appointed for that purpose by the said J. R. &c. and then elected, chose, and appointed out of the free- Plea.

men of the ſaid court or corporation of ſurgeons, eſtabliſhed and incorporated by the ſame act of parliament by the majority of votes of them the ſaid J. R. &c. being then preſent at the ſame meeting H. H. &c. &c. to be of the court of aſſiſtants of the ſame company or corporation, to continue in the ſame office for and during their natural lives reſpectively, or until they ſhould be reſpectively removed out of the ſame office: And the maſter, governors, and commonalty of the art and ſcience of Surgeons of L. in fact further ſay, that afterwards, to wit, on the ſeventh of April 1748, at L. aforeſaid, in the pariſh and ward aforeſaid, J. F. then maſter, L. S. then governor or warden, and J. W. &c. &c. then members of the ſaid court of aſſiſtants of the ſaid company, being then and there duly aſſembled in order to treat and conſult about and concerning the rule, order, ſtate, and government of the ſaid company, did make and ordain an ordinance or bye law requiſite and convenient for the regulation of the ſaid company, and not repugnant to the laws of this realm, whereby among other things it is ordained that if any perſon ſhould practiſe ſurgery at any time thereafter without having firſt been duly examined by the court of examiners, and having received the grand diploma under the ſeal of the company, he ſhould forfeit and pay to the uſe of the ſaid company the ſum of five pounds of, &c. for every month he ſhould ſo continue to practiſe or profeſs to practiſe without ſuch licence and authority; which ſaid ordinance or bye law ſo as aforeſaid made and ordained afterwards, to wit, on the ſame day and year laſt aforeſaid, at L. aforeſaid, at the requeſt of the maſter, governors, and commonalty of the art and ſcience of Surgeons of L. and according to the tenor of a certain act of parliament in ſuch caſe made and provided, was ſeen, read, and examined by the, &c. [as in page 388], of all which premiſes, &c.; and the ſaid W. F. afterwards, &c. was in due manner ſummoned and required to attend the court of examiners of the ſame company of Surgeons to be examined as aforeſaid, at the next court to be holden on the nineteenth of April, in the year laſt aforeſaid, at the :
And the maſter, governors, and commonalty of the art and ſcience of Surgeons of L. aforeſaid in fact further ſay, that afterwards, to wit, on ſaid Thurſday, the nineteenth of April ſaid 1781, at the ſaid theatre in the Old Bailey, in L. aforeſaid, in the pariſh and ward aforeſaid, a court of examiners of the ſaid company of Surgeons, conſiſting of the nine following perſons (*i. e.*) &c. &c. then being examiners of the ſaid company of Surgeons, was in due manner had and holden, and that the ſaid W. F. altogether neglected and refuſed to attend the ſame court, to be by the ſame court examined as aforeſaid: And the ſaid maſter, governors, and commonalty of, &c. further ſay, that the ſaid W. F. after the making of the aforeſaid ordinance or bye law, and after he had ſuch notice as aforeſaid, and had been ſo ſummoned and required to attend the court of examiners of the ſaid company of Surgeons to be examined as aforeſaid, and before the exhibiting of this bill, to wit, on

the

the first of May 1781, and for four months, &c. &c. [as in page 389].

THE bye law requiring persons practising surgery (which I suppose is confined to London and seven miles round it, though it is not so stated) to be first duly examined, and to receive the grand diploma under the seal as a proof of the Company's approbation, appears to me not an unreasonable regulation; and supposing it warranted by the provision for making bye laws in the act of parliament, or in the charter, I am of opinion that persons practising without that qualification, are liable to the penalty thereby inflicted. I do not understand this to be a trade, which the having served by sea or land will authorise a man to set up and exercise under 32 Geo 2 and 3 Geo. 3. wherein the examination and certificate given to army and navy surgeons differ from the grand diploma does not appear. Supposing it to be substantially different, I think they, as well as the other surgeons practising without the Company's authority, will incur the penalty. If there be any doubt as to persons certified to be qualified as surgeons for the army or navy, it will be prudent for the Company to begin with the others.

J. DUNNING.

The principles of the bye law mentioned in the case seem well stated and understood, and I am of opinion that it is good in law, and that therefore the Company may compel all persons practising surgery within seven miles, &c. to pass an examination touching their capacity, or in case of their refusal, to levy on them five pounds per month, and it appears to be equally compulsory on such as have served as surgeons, or as surgeons' mates in the navy or army, as on others. The powers given to the Company enable them to make regulations of this nature, and the true reason of their having such powers vested in them is, that no person may be suffered to practise surgery but such only as have skill and ability: — persons of this description have a right to be admitted to the exercise and practice of the profession, and if the company, from improper motives, should refuse a proper person from admission to this privilege, the King's Bench would interfere, and compel them. This bye law can therefore be no inconvenience to a person properly skilled and educated, but great injury might arise to the community if persons were permitted to evade it without having undergone a proper examination, for examination is the only test of skill. I don't find that 5 Eliz. c. 4. was ever adjudged to extend to surgeons; indeed, no regulations were necessary to be made at a period in which this act passed, concerning the practisers of surgery in or near L. for more beneficial regulations had been previously introduced by 3. Hen. 8. and I think the true construction of 32. Geo 2. and 3. Geo. 3. c. 8. is, that they are only designed to entitle officers, &c. to set up trade *immediately*, who otherwise by stat. Eliz. or by the customs of particular places must have spent a long time in servitude, or in following the trade before they could evade the penalties of the statute, &c. The bye law of the company of Surgeons does not prohibit a man from practice for a number of years, but only require, on examination, which once passed, he becomes immediately qualified. It may be objected in behalf of such as have received certificates, that the company having thereby testified that they are qualified, the object of the bye law, which is examination, is satisfied; but clearly this should not be urged for such as have received certificates, *to be surgeons mates only*, for they were only certified to have a capacity to act in a subordinate line, which by no means implies that they have a competence of ability to act in business for themselves; and as to such whose certificate was of their ability to act as surgeons, since the bye law directs not only that they shall be examined, but must also receive the grand diploma under the seal of the company. I do not think by a certificate alone that the bye law is satisfied. It seems the duty and interest of the Company to ascertain their right, which they cannot do with less hazard or more effect than by bringing an action of debt on the bye law against some practiser within, &c. who has had a certificate to act as a surgeon. If the Company should succeed against him, it will establish its right against all other pretensions, and if it fails it will not preclude them from trying their rights with persons not so qualified, though it will make them more cautious to whom they grant testimonials of ability.

T. ERSKINE.

I obſerve this action is brought under the opinion of Mr. Dunning, but I conceive it to be attended with many difficulties. If the defendant has had any previous notice of the bye law, or has been ſummoned or required to attend a court of examiners, I think that ſuch matter ſhould be alledged in the declaration. T. DAVENPORT.

Ground of Sir T. Davenport's doubts: 1ſt, That the bye law extending to perſons practiſing ſurgery throughout the kingdom without the authority of the Company is reſtrained; 2d, that a notice ſerved by them on defendent, requiring him to attend, ſtated their authority to require his attendance as derived from the act of parliament, and not from the charter or bye law from which that authority was in fact derived.

Mr. Dunning, in a conſultation upon theſe objections, agreed with Mr. Davenport that it would be adviſeable to diſcontinue this action; and to proceed *de novo* on a bye law to be made by the Company for that purpoſe.

Declaration for ſeveral amerciaments in a court baron.

Vide Cro. Jac. 62. Cro. Eliz. 768.

For not appearing at court;

YORKSHIRE, to wit. Francis Ferrard Foliamb, eſquire, complains againſt John Whitehead being, &c. of a plea that he render to him the ſaid F. F. F. ten pounds of, &c. which he owes to and unjuſtly detains from him; for that whereas the ſaid F. F. on the firſt of January 1780 and long before was, and continually from thence hitherto hath been, and ſtill is (*a*) *ſeiſed in his demeſne as of fee* of and in the manor of D. with the appurtenances, in the ſaid county of Y. And whereas ſaid J. on ſaid firſt of January ſaid 1780, and long before was, and continually from thence hitherto hath been, and ſtill is ſeiſed in his demeſne as of fee of and in a certain meſſuage, and divers, to wit, forty acres of land, with the appurtenances, ſituate and being at D. P. within and parcel of the ſaid manor of D. and holden of the ſaid F. F. by fealty and ſuit of court; and the ſaid J. being ſo thereof ſeiſed during all the time aforeſaid, held the ſame meſſuage and land, with the appurtenances, of the ſaid F. F. as of his aforeſaid manor (*b*) *by fealty and ſuit of court* of the ſaid F. F. of his manor aforeſaid, holden yearly and every year from three weeks to three weeks; and the ſaid F. F. being ſo ſeiſed of the ſaid manor, with the appurtenances as aforeſaid, and the ſaid J. being ſo ſeiſed of the ſaid meſſuage and land, with the appurtenances as aforeſaid, the ſaid F. F. ſaith that he, and all thoſe whoſe eſtate he had and now hath of and in the aforeſaid manor, with the appurtenances, by reaſon of the ſaid manor, with the appurtenances, from time, &c. have had, and have been uſed and accuſtomed to have a certain court baron belonging to the aforeſaid manor, with the appurtenances, holden in and for the ſaid manor, before the ſuitors of the ſame court, by his and their ſteward yearly and every year from three weeks to three weeks, and that all defaults and offences of all the tenants of the ſaid F. F. of the aforeſaid manor, and of thoſe whoſe eſtate the ſaid F. F. had and hath of and in the ſame manor,

(*a*) Mr. F. is not ſeiſed in fee, but holds for life only.
A general poſſeſſion will infer a ſeiſin in fee. T. DAVENPORT.

(*b*) Qu. Whether held by fealty and ſuit of court only, or by rent alſo? T. D.

with

with the appurtenances, in opening any quarry or quarries of ſtone in any part of the waſtes of the ſaid manor within the ſaid manor, without the conſent of the lord of the ſame manor for the time being, and in not doing fealty, ſuit of court, or other ſervices to be done by the tenants of the ſame manor from time whereof the memory of man, &c. have been preſentable in the aforeſaid court baron by the homage in the ſaid court, charged and ſworn to preſent ſuch things in the ſame court as to them belonged to preſent, and by the ſaid homage ſo ſworn and charged in the ſame court as aforeſaid ſuch amerciaments during all the ſaid time immemorial have uſed and been accuſtomed to be aſſeſſed, impoſed, and ſet for all ſuch defaults and offences as aforeſaid to them ſeemed meet and convenient to be forfeited therefore to the lord of the ſaid manor for the time being, and which ſaid amerciaments ſo aſſeſſed, impoſed, and ſet as aforeſaid, have for all the ſaid time immemorial been affeared by two diſcreet tenants of the ſaid manor at ſuch court, duly ſworn in ſuch court to affear the ſame; and the ſaid F. F. being ſo ſeiſed of the manor aforeſaid, with the appurtenances, and the ſaid J. being ſo ſeiſed of the ſaid meſſuage and land, and one of the tenants of the ſaid F. F. of the ſaid manor as aforeſaid, he the ſaid F. F. in fact ſaith, that a court baron of the ſaid F. F. on the twenty-ſixth of May ſaid 1780, was holden in and for the manor aforeſaid, to wit, at D. aforeſaid, before and and others, ſuitors of the ſame court, by J. B. gentleman, then and there being the ſteward of the ſaid F. F. of his ſaid court there of his ſaid manor; and that the ſaid John (although he had been before duly warned to appear and do ſuit and ſervice at the ſaid court ſo holden as aforeſaid, and was at the ſaid court ſolemnly called in the ſaid court) did not appear in the ſame court and do ſuit and ſervice there, but wholly made default therein; whereupon at the ſame court, by A. B. &c. (twelve) tenants of the ſaid manor being then and there the homage in the ſame court, then and there duly ſworn and charged to enquire and preſent thoſe things which belonged to the ſaid homage to enquire and preſent; it was preſented that the ſaid J. owed ſuit and ſervice to that court, and had that day made default therein, and they then and there in the ſame court amerced the ſaid John one ſhilling in that behalf, and then and there at the ſame court C. D. and E. F. two diſcreet tenants of the ſaid manor then and there duly ſworn to affear the ſaid amerciament, in the ſame court affeared the ſaid amerciament of the ſaid John to one ſhilling, whereof the ſaid John afterwards, to wit, on the ſame day and year aforeſaid, at D. aforeſaid, had notice, whereby an action hath accrued to the ſaid F. F. to demand and have of the ſaid J. one ſhilling, parcel of the ſaid ten pounds above demanded: And the ſaid F. F. further ſaith, that the ſaid J. W. before the holding of the ſame court baron, had wrongfully opened a ſtone quarry in a certain part of the waſtes of the ſaid manor, to wit, in a certain lane, parcel of the waſtes of the ſaid manor (leading from D. P. aforeſaid to a place called

2d Count, For opening a ſtone quarry within the manor without conſent of the lord

called *W.* (*a*) within the manor aforeſaid, without the conſent of the lord of the ſaid manor, and that at the ſaid court baron of him the ſaid F. F. ſo holden as aforeſaid, on the ſame day and year laſt aforeſaid, at D. aforeſaid, within the manor aforeſaid (*b*), it was alſo preſented by the homage aforeſaid that the ſaid J. had lately opened a ſtone quarry in the lane leading from D. P. to W. being the ſaid lane, parcel of the waſtes of the ſaid manor, without the conſent of the lord of the ſaid manor, and the homage aforeſaid then and there amerced the ſaid John five ſhillings in that behalf, and then and there at the ſame court, the ſaid , &c. and , &c. ſo ſworn officers as aforeſaid, affeared the ſame amerciament of the ſaid John to five ſhillings; whereof the ſaid John afterwards, to wit, on the ſame day and year laſt aforeſaid, at D. aforeſaid, had notice, whereby an action hath accrued to the ſaid F. F. to demand and have of the ſaid J. the ſaid five ſhillings, further parcel of the ſaid ten pounds above demanded: And the ſaid F. F. being ſo ſeiſed of and in the ſaid manor, with the appurtenances as aforeſaid, and the ſaid John being ſo ſeiſed of the ſaid meſſuage and land as aforeſaid, and one of the tenants of the ſaid F. F. of the ſaid manor as aforeſaid, he the ſaid F. F. in fact ſaith, that a court baron of the ſaid F. F. was afterwards, to wit, the thirtieth of December ſaid 17?0, holden in and for the manor aforeſaid, to wit, at D. aforeſaid, before , &c. and others, ſuitors of the ſame court, by the ſaid J. B. gentleman, then and there ſteward of the ſaid F. F. of his ſaid court there of his ſaid manor; and that the ſaid John, although he had been before duly ſummoned to appear and attend at that court to do fealty to the lord of the ſaid manor for the lands and tenements which he held of the ſaid lord within that manor, and to have an inquiſition found thereof by the homage of that court, and to pay, do, and perform all ſuch duties, rents, ſuits, and ſervices, as he owed to the lord of the ſaid manor in reſpect thereof, and was at the ſaid laſt-mentioned court ſolemnly called in that court, did not appear or attend in the ſame court for the purpoſes aforeſaid, or any of them, but wholly made default therein, whereupon at the ſaid laſt-mentioned court, by , &c. (twelve) tenants of the ſaid manor being then and there the homage in the ſame laſt-mentioned court, and charged to enquire and preſent thoſe things which belonged to the ſaid homage to enquire and preſent; it was preſented that the ſaid J. W. had been previouſly ſummoned to attend at that court to do fealty to the lord of the ſaid manor for the lands and tenements which he held of him within the ſame manor, and to have an inquiſition found thereof by the homage of that court, and to pay, do, and perform all ſuch duties, rents, ſuits, and ſervices as he owed to the lord of the ſaid manor in reſpect thereof, and had that day made default therein, and the ſaid homage then and there in the

d Count, or not appearing at a ſubſequent court to ſuit and ſervice.

(*a*) W. is not within the manor.

(*b*) Yet not alledged to be within the manor but the lane, parcel of the waſte within which the ſtone quarry was opened, is alledged to be within the manor; if it be ſo, the declaration is right, if not, then the court baron had no juriſdiction over it. T. B.

ſame

ſame court amerced the ſaid John for ſuch his default the ſum of two ſhillings and ſixpence, and then and there at the ſame laſt-mentioned court, C. D. and E. F. two diſcreet tenants of the ſaid manor then and there duly ſworn to affear the ſaid amerciament in the ſame laſt-mentioned court, affeared the ſame amerciament of the ſaid John to two ſhillings and ſixpence, whereof ſaid John afterwards, to wit, on the ſame day and year laſt aforeſaid, at D. aforeſaid, had notice; whereby an action hath accrued to the ſaid F. F. to demand and have of the ſaid John ſaid two ſhillings and ſixpence, further parcel of the ſaid ten pounds above demanded: And whereas alſo ſaid John on the firſt of November 1781, at D. aforeſaid, in the ſaid county of Y. borrowed of the ſaid F. F. nine pounds eleven ſhillings and ſixpence, reſidue of the ſaid ten pounds above demanded, to be paid to the ſaid F. F. when he the ſaid John ſhould be thereunto afterwards requeſted; yet the ſaid John, although often requeſted, hath not rendered to the ſaid F. F. the ſaid ten pounds, or any part thereof, but to render the ſame to the ſaid F. F. hath hitherto altogether refuſed, and ſtill doth refuſe. Damage ten pounds, &c.

4th Count, Mutuatus.

T. DAVENPORT.

PLEAS IN DEBT.

AND the ſaid defendant, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, that the ſaid writing-obligatory in the ſaid declaration mentioned is not his deed in manner and form as the ſaid plaintiff hath above in that behalf alledged; and of this he puts himſelf upon the country, &c.

Plea, non eſt factum to a bill.

AND the ſaid James ſays, that the ſaid Thomas ought not to have execution for the damages, coſts, and charges aforeſaid, in form aforeſaid recovered, adjudged to him againſt him the ſaid James, according to the form and effect of the ſaid recognizance; becauſe he the ſaid James ſays, that the ſaid John Clark in the ſaid judgment mentioned, after the recovery of the ſaid judgment, and before the iſſuing of any writ of *capias ad ſatisfaciendum* thereon againſt him the ſaid J. C. died, to wit, at, &c. in the county of S. and within the juriſdiction of this court; and this he the ſaid James is ready to verify; wherefore he prays judgment if the ſaid Thomas ought to have execution for the damages, coſts, and charges aforeſaid, in form aforeſaid recovered, adjudged to him againſt him the ſaid James, according to the form and effect of the aforeſaid recognizance, &c.

Plea, that principal before the ing of a ca Palace co

of non damnificatus to a bond of indemnity.

AND the ſaid defendant, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and craves oyer of the ſaid writing-obligatory, in the ſaid declaration mentioned, and it is read to him in theſe words, to wit: Know all men, &c. [copy the bond exactly] he alſo craves oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, to wit: Whereas, &c. [copy the condition of the bond verbatim] which being read and heard, the ſaid defendant ſaith, that the ſaid plaintiff ought not to have or maintain his aforeſaid action thereof againſt him, becauſe he ſays, that the ſaid plaintiff hath not been damnified at any time ſince the execution of the ſaid writing-obligatory hitherto in any manner whatſoever, for or by reaſon or means of any matter, cauſe, or thing in the condition of the ſaid writing-obligatory mentioned; and this, &c.; wherefore, &c.; if, &c.

2. AND the ſaid defendant, by A. his attorney, comes and defends the wrong and injury, when, &c. and craves oyer of the ſaid writing-obligatory in the ſaid declaration mentioned, and it is read to him; he alſo craves oyer of the condition of the ſaid writing-obligatory in the ſaid declaration, and it is read to him in theſe words, to wit, [ſet forth the condition *verbatim*] which being read and heard, the ſaid defendant ſays, *actio non*; becauſe he ſays, the ſaid J. W. in his lifetime did, on, &c. in the ſaid condition of the ſaid writing-obligatory in the ſaid declaration mentioned, pay to the ſaid plaintiff the ſaid ſum of money in the ſaid condition mentioned, with lawful intereſt for the ſame, according to the form and effect of the ſaid condition, to wit, at, &c.; and this, &c. wherefore, &c.: And for further plea in this behalf, he the ſaid defendant by leave, &c. according, &c. ſays, that the ſaid plaintiff, *actio non*; becauſe he ſays, that he ſaid J. W. in his lifetime did, after the ſaid, &c. in the ſaid condition of the ſaid writing-obligatory mentioned, and before the exhibiting, &c. to wit, on, &c. pay to the ſaid plaintiff the ſaid principal ſum of pounds, in the ſaid condition mentioned, with all lawful intereſt then due for the ſame, according to the form of the ſtatute in ſuch caſe made and provided, to wit, at, &c.; and this, &c.; wherefore, &c. if, &c.

that he the judgment or damages after recovery.

AND the ſaid defendant, by A. B. his attorney, comes, &c. and ſays, *actio non*; becauſe he ſays, that he the ſaid defendant, after the ſaid recovery of the ſaid debt and damages, and before the exhibiting, &c. to wit, on, &c. paid to the ſaid plaintiff the ſaid debt and damages aforeſaid, in form aforeſaid recovered; and this, &c.; wherefore, &c.; if, &c.

AND

AND the ſaid defendant, by, &c. comes, &c. and ſays, *actio non*; becauſe he ſays, that after the recovery of the judgment aforeſaid, againſt him the ſaid defendant, at the ſuit of him the ſaid plaintiff, in form aforeſaid had, and before the exhibiting, &c. in this ſuit, &c. there was not any writ of *capias ad ſatisfaciendum* upon that judgment by the ſaid plaintiff againſt him the ſaid defendant, ſued and proſecuted out of this court here, and duly returned and filed of record in the court of, &c. now here, which according to the cuſtom of the ſaid court from time immemorial uſed and approved of in the ſame court here, ought to have been done before any bill ought to have been exhibited againſt him the ſaid defendant in any action of debt upon the ſaid recognizance; and this, &c.; wherefore, &c.; if, &c.

Plea to a debt on recognizance.

AND the ſaid J. and W. by A. B. their attorney, come, &c. and ſay, *actio non*; becauſe they ſay, that the ſaid C. in the ſaid judgment mentioned, after the rendering of the ſaid judgment, and before the return of any writ of *capias ad ſatisfaciendum* againſt him, died, to wit, at, &c.; and this, &c. wherefore, &c.; if, &c.

Plea of the death of the defendant before judgment, and before return of ca. ſa. againſt him.

AND the ſaid defendant, by A. his attorney, comes, &c. and ſays, that he the ſaid defendant ought not to be charged with the ſaid debt, by virtue of the ſaid writing-obligatory; becauſe he ſays, that he the ſaid defendant on, &c. at, &c. in, &c. was impriſoned by the ſaid plaintiff, and others by his colluſion, and that he the ſaid defendant was then and there kept and detained in priſon, until he the ſaid defendant then and there through the force and hardſhip of that impriſonment, and for his diſcharge therefrom made the ſaid writing-obligatory, and this, &c.; wherefore he prays judgment whether he ought to be charged with the ſaid debt by virtue of the ſaid writing-obligatory, &c.

Plea of dureſs to a debt on bond.

And the ſaid plaintiff, by any thing by the ſaid defendant above in pleading alledged, ſays he ought not to be barred from having and maintaining his aforeſaid action thereof againſt him; becauſe he ſays, that the ſaid defendant, at the time of making the ſaid writing-obligatory, was at large, and out of priſon, and made and executed the ſaid writing-obligatory to the ſaid plaintiff of his the ſaid defendant's own accord and mere free will, and not by any force and hardſhip of impriſonment of the ſaid defendant, as the ſaid defendant hath above in pleading alledged; and this he the ſaid plaintiff prays, &c. and the ſaid defendant doth the like, &c.

Replication to the laſt plea, that he was at large and voluntary.

debt on conditi- for the ...enants, where the cove- nants mentioned are in the af- firmative.

AND the ſaid defendant, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and craves oyer of the ſaid writing-obligatory in the ſaid declaration mentioned, and it is read to him in theſe words, that is to ſay: Know, &c. [copy the bond] he alſo craves oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, that is to ſay: The condition, &c. [copy the condition] he alſo craves over of the ſaid articles of agreement in the ſaid condition of the ſaid writing-obligatory mentioned, and they are read to him in theſe words, that is to ſay, &c. [copy the agreement] which being read and heard, the ſaid plaintiff ſays, *actio non*; becauſe he ſays, that he the ſaid defendant hath well and truly obſerved, performed, fulfilled, accompliſhed, paid, and kept all and ſingular the covenants, grants, articles, clauſes, proviſions, payments, conditions, and agreements in the ſaid articles of agreement mentioned on the part of him the ſaid defendant, or his aſſigns, to be obſerved, performed, &c. &c. according to the true intent and meaning of the ſaid articles of agreement; and this, &c.; wherefore, &c.; if, &c.

If the covenants are in the negative or diſjunctive, the defendant muſt plead ſpecially to each covenant. See Jacob's Law Dict. tit. Covenant, and 3. Inſtr. Cler. 257.

in abate- ...d bond, that ...o were jointly ...ind, and on- ...y one named in the writ and declaration.

AND the ſaid defendant, by A. B. his attorney, comes, &c. and prays judgment of the plaint aforeſaid, and the declaration thereon founded, and pleads, that he together with one T. W. of, &c. on, &c. at, &c. became jointly bound to the ſaid plaintiff, by the ſaid writing-obligatory, in the ſaid declaration mentioned, in the ſaid ſum of ten pounds, to be paid to the ſaid plaintiff when they the ſaid defendants ſhould be thereto afterwards requeſted; and that the ſaid T. W. as well as the ſaid defendant, ſigned, ſealed, and delivered the ſaid writing-obligatory, ſealed with the reſpective ſeals of the ſaid defendant and the ſaid T. W. and now brought here into court, the date whereof is the day and year in that behalf above-mentioned more fully appears: And the ſaid defendant further ſays, that he did not bind himſelf to the ſaid plaintiffs by the ſaid writing-obligatory without the ſaid T. W. but that they the ſaid defendant and the ſaid T. W. bound themſelves jointly, and not ſeverally, by the ſaid writing-obligatory; and that the ſaid T. W. is ſtill living and in full life, to wit, at, &c. wherefore inaſmuch as the ſaid T. W. is not named in the ſaid plaint, nor in the declaration founded thereon, he the ſaid defendant prays judgment, and that the ſaid plaint and the declaration thereon founded may be quaſhed, &c.

Proceſs in ...

LONDON, to wit. Command T. W. late of, &c. that he juſt and without delay render unto R. W. one hundred pounds

(a) See Practical Forms,

of

of lawful, &c. which he the ſaid T. W. owes to the ſaid R. W. and unjuſtly detains from him, &c. as it is ſaid, &c. and unleſs, &c.

Original returnable.

A. B. (attorney's name). *Capias* returnable.

GEORGE the Third, by the grace of God, of, &c. to the ſheriffs of London, greeting: We command you that you take T. W. late of, &c. if he may be found in your bailiwick, and him ſafely keep, ſo that you may have his body before us, on, &c. whereſoever we ſhall then be in England, to anſwer unto R. W. in a plea that he render unto him the ſaid R. W. one hundred pounds of lawful, &c. which he owes to and unjuſtly detains from him, as it is ſaid, &c. and have you there this writ. Witneſs William lord Mansfield, at Weſtminſter, the thirteenth day of, &c. in the twenty-eighth year of our reign.

(a) See Practical Forms.

(a) The Capias on the above proceſs.

AND the ſaid defendant, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, *actio non*; becauſe he ſays, that he the ſaid defendant, after the recovery of the judgment aforeſaid, in the ſaid declaration mentioned, and before the ſuing forth of the original writ of the ſaid plaintiffs thereupon againſt the ſaid defendant, to wit, on, &c. at, &c. became a bankrupt within the true intent and meaning of the ſeveral ſtatutes made, and then and now in force concerning bankrupts, or ſome or one of them: And the ſaid defendant further ſays, that the cauſe of action accrued to the ſaid plaintiffs before ſuch time as he the ſaid defendant became a bankrupt as aforeſaid, to wit, at, &c. and of this he puts himſelf upon the country, &c.(a)

Bankruptcy pleaded in bar to a debt on judgment.

(a) According to 2. Wilſon 139. this plea is bad, for not ſhewing conformity, &c. but on demurrer for ſuch cauſe in the caſe of Willen v. Gendam, the court in Trinity term, 22. Geo. 3. gave judgment for the defendant, and over-ruled the caſe in Wilſon. See Doug. Alſop v. Price, 155.

AND the ſaid defendant, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and craves oyer of the ſaid writing-obligatory, in the ſaid declaration mentioned, and it is read to him in theſe words, that is to ſay: Know all men, &c.; he alſo craves oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, that is to ſay, &c. which being read and heard, the ſaid defendant ſays, *non eſt factum*: And for further plea in this behalf, he the ſaid defendant, by leave, &c. *actio non*; becauſe he ſays, that the ſaid C. L. (1) in her lifetime, and at the time of her death, was executrix of the laſt will and teſtament of the ſaid T. F. in the ſaid writing-obligatory in the ſaid

Plea, to debt on bond to oblige named executrix of perſon to whom debt was due, *non eſt factum*, and set off.

(1) the obligee in the bond.

C. L. was executrix of J. F. in the declaration.

said declaration mentioned (2); and that the said writing-obligatory was made and given by him the said defendant to the said C. L. in her lifetime, as such executrix of the last will and testament of the said J. F. and for securing the payment of the said sum of one hundred pounds in the said condition thereof mentioned, which said sum of one hundred pounds was due and owing from the said defendant to the said J. F. in his lifetime, and at the time of his death; and at the time of the making of the said writing-obligatory remained and was still due and owing to the said C. L. as such executrix as aforesaid, of the last will and testament of the said J. F. and not in her own right, or in any other capacity than as such executrix as aforesaid, and that the said writing-obligatory was given to the said C. L. as such executrix as aforesaid, for the benefit of the estate and effects of the said J. F. and that this present action is not brought by the said plaintiff for or on account of the proper estate and effects of the said C. L. but in trust, and for her benefit of the estate of the said J. F.; and that there is now truly and justly due and owing from the said defendant upon the said writing-obligatory, and the aforesaid condition thereof, a certain sum of money, to wit, the sum of one hundred pounds, and no more, to wit, at, &c.; but the said defendant in fact further says, that the said J. F. in his lifetime, and at the time of his death, was indebted to the said defendant in a much larger sum of money than the money so due and owing from the said defendant upon the aforesaid writing-obligatory, and the aforesaid condition thereof, to wit, the sum of two hundred pounds of, &c. for, &c. which said sum of money so due and owing from the said J. F. to the said William as aforesaid, hath not as yet been paid or satisfied to the said William, but is still due and owing to him, and being so due and owing, he the said William is ready and willing, and hereby offers to set off and allow to the said Thomas so much money as is due to him upon the aforesaid writing-obligatory, and the condition thereof (*See* stat.); and this, &c. wherefore, &c. if, &c.: And for further plea in this behalf, the said William by like leave, &c. says, *actio non*; because he says, that at the time of exhibiting the bill of the said plaintiff against him the said William there was and now is truly and justly due and owing from the said defendant to the said plaintiff, as such administrator as aforesaid, upon the said writing-obligatory, in the said declaration mentioned, and the aforesaid condition thereof, a certain sum of money, to wit, the sum of one hundred pounds, and no more; and that the said C. L. in her lifetime, and at the time of her death, was indebted to the said defendant in a much larger sum of money, than the money so due and owing from the said defendant to the said plaintiff upon the said writing-obligatory, and the aforesaid condition thereof, to wit, in the sum of two hundred pounds of, &c. for money by the said defendant before that time lent and advanced to the said C. L. and at her special instance and request, and for other money laid out, &c. had and received, &c. [account stated, &c.]; which said sum of money so due and owing from the said

8 Geo. 3.

Pl[illegible]

ſaid C. L. to the ſame [illegible] unto him the ſaid defendant, [illegible] him the ſaid defendant is ready and willing [illegible] ſet off and allow to the ſaid plaintiff ſo much thereof [illegible] and juſtly due and owing to the ſaid plaintiff, as ſuch [illegible] as aforeſaid, upon the aforeſaid writing obligatory and the condition thereof (*ſee ſtat.*); and this, &c.; wherefore, &c. [illegible]

See the caſe of Botts v. Mitchel, 10. Mod. 325. King v. Thorn, Mich. 27. Geo. 3. Durnf. and Eaſt's Rep. 487.

AND the ſaid defendant, by A. B. his attorney, comes, &c. [illegible] and ſays, that the ſaid plaintiff ought not to have execution of the [illegible] debt and damages aforeſaid againſt him, becauſe he ſays, that there [illegible] is not any record of the recognizance in the ſaid declaration mentioned, remaining in the ſaid court of our ſaid lord the king, &c.; and this, &c.; wherefore, &c. if the ſaid plaintiff ought to have execution of the debt and damages aforeſaid againſt him, &c.

J. MORGAN.

FIRST, not guilty: Second, and for further plea as to the [illegible] ſaid aſſaulting, &c. of the ſaid plaintiff in the ſaid declaration [illegible] mentioned above ſuppoſed to have been done by the ſaid defendant, he the ſaid defendant by leave, &c. *actio non*; becauſe he ſays that the ſaid plaintiff at the ſaid time when that treſpaſs is above ſuppoſed to have been committed, to wit, at, &c. with force and arms, &c. made an aſſault on him the ſaid defendant, and would then and there have beat, wounded, and ill-treated him, if he the ſaid defendant had not then and there immediately defended himſelf againſt the ſaid plaintiff, wherefore he the ſaid defendant did then and there defend himſelf againſt the ſaid plaintiff as he lawfully might for the cauſe aforeſaid; and ſo the ſaid defendant ſays, that if any miſchief or damage then and there happened to the ſaid plaintiff the ſame ſo happened unto him from the ſaid aſſault of the ſaid plaintiff, ſo by him made on the ſaid defendant, and in defence of him the ſaid defendant; and this, &c.; wherefore, &c. if, &c.

And the ſaid plaintiff as to the plea of the ſaid defendant by him ſecondly above pleaded in bar as to the ſaid aſſaulting, &c. ſays *precludi non*; becauſe he ſays that the ſaid defendant, at the ſaid time when, &c. to wit, at, &c. of his own wrong, and without any ſuch cauſe as is by him in his ſaid ſecond plea in that behalf alledged, made an aſſault on the ſaid plaintiff, and then and there beat, &c. in manner and form as the ſaid plaintiff hath above thereof complained againſt him; and this he the ſaid plaintiff prays, &c. and the ſaid defendant doth, &c. therefore, &c.

Plea, that the plaintiff executed to defendant a general releaſe.

AND the ſaid J. A. by A. B. his attorney, comes and defends the force and injury, when, &c. and ſaith, that the ſaid Elizabeth ought not to have or maintain her ſaid action againſt him; becauſe he ſays that the ſaid Elizabeth, on, &c. at, &c. by a certain writing of releaſe, ſealed with the ſeal of the ſaid Elizabeth, and ſhewn to the court here, bearing date the day and year aforeſaid, remiſed, releaſed, and did for ever quit claim, unto the ſaid J. A. all and all manner of actions, cauſe and cauſes of actions, ſuits, quarrels, controverſies, treſpaſſes, damages, and demands whatſoever which the ſaid Elizabeth ever had againſt the ſaid J. A. for or by reaſon or means of any matter, cauſe, or thing whatſoever from the beginning of the world until the day of the date of the ſaid writing of releaſe, without this, that the ſaid J. A. is guilty of the premiſes above charged upon him in the ſaid declaration or any time after the making of the ſaid writing of releaſe, as the ſaid Elizabeth hath above thereof complained againſt him; and this, &c.; wherefore, &c. if, &c.

Nil dicit in debt.

AND the ſaid defendant, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays nothing in bar or preclusion of the ſaid plaintiff, whereby the ſaid plaintiff remains againſt the ſaid defendant therein undefended; therefore it is conſidered that the ſaid plaintiff do recover againſt the ſaid defendant his ſaid debt and his damages by him ſuſtained by occaſion of the detaining of the ſaid debt, to ſize pounds, adjudged by the court here to the ſaid plaintiff with his aſſent, and the ſaid defendant thereof is in mercy.

Replication (to a plea, that the obligee performed the condition of a bond) that he did not perform his duty during the time he was one of the officers of the palace court, but on the contrary having arreſted one A. B. by virtue of a writ of *capias ad reſp.* he made no return to the writ, nor brought in the body.

MEADOWS, KNIGHT-MARSHAL, *againſt* ROYALL.

AND the ſaid Sir Sidney, as to the ſecond plea of the ſaid defendant by him above pleaded in bar, ſays, (*precludi non*); becauſe protesting that the ſaid Thomas Royall hath not in any thing performed and kept the condition of the ſaid writing-obligatory: for replication in this behalf the ſaid plaintiff ſays, that the ſaid D. M. J. in the ſaid condition of the ſaid writing-obligatory mentioned, hath not from time to time and at all times ſince the making of the aforeſaid writing-obligatory and the condition thereof in the ſaid plea mentioned, during the time that he the ſaid D. M. J. was one of the bearers of the virges of the houſehold of our ſovereign lord the king, and one of the officers and miniſters of the court of our ſaid lord the king of his palace of Weſtminſter, and before the levying the plaint of the ſaid plaintiff in the court here, made a due and true return of all ſuch writs, proceſs, and warrants iſſued out of the ſaid court of our ſaid lord the king of his palace of Weſtminſter, as during that time were delivered to him the ſaid D. M. J. to be executed by him, for that after the making the ſaid writing-obligatory and the condition thereof, and before the levying the

plaint

plaint of the ſaid plaintiff againſt the ſaid defendant, to wit, at the court of the king's palace at Weſtminſter, holden at Southwark, in the county of Surry, within the juriſdiction of the ſaid court of our ſaid lord the king, on Friday the fifteenth day of, &c. in the ſeventeenth year of the reign of, &c. before William earl of Talbot, ſteward of the king's houſehold, the ſaid plaintiff then and ſtill marſhal of the ſaid houſehold, and L. R. eſquire, ſteward of the ſaid court, judges of the court aforeſaid, by virtue of the letters patent of Charles the Second, late king of England, &c. bearing date at Weſtminſter the fourth day of October, in the ſixteenth year of his reign, one Francis Jackſon came in his proper perſon, and then and there, according to the liberties and privileges of the ſaid court, levied his plaint againſt one Thomas Maſon in a plea of treſpaſs on the caſe, to the damage of ninety-nine ſhillings, for a cauſe of action ariſing within the juriſdiction of the ſaid court, and then and there found pledges of proſecuting his ſaid plaint, to wit, J. D. and R. R.; and ſuch proceedings were had upon the ſaid plaint in the ſaid court that afterwards, to wit, at the court of our ſaid lord the king of his palace of Weſtminſter, holden at Southwark aforeſaid, within the county and juriſdiction aforeſaid, before the ſaid judges of the ſaid court, on, &c. a certain writ of our ſaid lord the king called a *capias*, iſſued out of the ſaid court in the plea of the ſaid plaint againſt the ſaid T. M. at the prayer of the ſaid F. J. by which ſaid writ our ſaid lord the king commanded the bearers of the virges of his houſehold, the officers and miniſters of the ſaid court of his palace of Weſtminſter, and every of them, that they or one of them ſhould take the ſaid T. M. if he ſhould be found within the juriſdiction of the ſaid court, and him ſafely keep, ſo that they or one of them might have his body before the judges of the ſaid court at the next court of his palace of Weſtminſter, on, &c. then next following, to be holden at Southwark, in the county of Surry, to anſwer the ſaid F. J. in the plea aforeſaid, and that they or one of them ſhould have there then that writ, which ſaid writ afterwards, and before the delivery thereof to the ſaid D. M. J. to be executed as hereinafter is mentioned, there, to wit, at S. aforeſaid, within the county and juriſdiction aforeſaid, was duly indorſed for bail for two pounds and upwards, by virtue of an affidavit of the cauſe of action of the ſaid F. J. in that behalf, before then duly made and filed in the ſaid court, according to the form of the ſtatute in ſuch caſe made and provided, which ſaid writ, ſo indorſed for bail as aforeſaid, afterwards, and before the return thereof, to wit, on, &c. within the county and juriſdiction aforeſaid was delivered to the ſaid D. M. J. then, until, and at and after the day when the ſaid writ was returnable, being one of the bearers of the virges of the houſehold of our ſaid lord the king, and an officer and miniſter of the court aforeſaid, to be by him executed in due form of law, by virtue of which ſaid writ he the ſaid D. M. J. ſo being one of the bearers of the virges of the houſehold of our ſaid lord the king, and an officer and miniſter of the court aforeſaid, afterwards, and

before the time appointed by the ſaid writ for the return thereof, to wit, on, &c. at, &c. took and arreſted the ſaid T. M. by his body, and then and there had him in his the ſaid D. M. J.'s cuſtody by virtue of the ſaid writ at the ſuit of the ſaid F. J. in the plea aforeſaid: And the ſaid plaintiff further ſays, that the next court of our lord the king of his palace of Weſtminſter, held next after the iſſuing of the ſaid writ againſt the ſaid T. M. at the ſuit of the ſaid F. J. was held at S. aforeſaid, in, &c. on, &c. before the ſaid William earl of Talbot, ſteward of the king's houſehold, the ſaid plaintiff, knight, marſhal of the ſaid houſehold, and L. B. eſquire, ſteward of the ſaid court, then judges of the court aforeſaid, but that the ſaid D. M. J. ſo being one of the bearers of, &c. and an officer, &c. as aforeſaid, did not then and there at the ſaid court ſo holden as laſt aforeſaid, return the aforeſaid writ, ſo delivered to him to be executed as aforeſaid, executed, or make any return whatſoever to or of the aforeſaid writ, nor had the body of the ſaid T. M. in the ſaid writ named, before the ſaid court ſo holden as laſt aforeſaid, as by the exigency of the ſaid writ he the ſaid D. M. J. was demanded and required, and ought to have done, but therein wholly failed and made default, contrary to the tenor and effect of the ſaid condition of the ſaid writing-obligatory, to wit, at S. aforeſaid, in the county and juriſdiction aforeſaid: And the ſaid ſir Sidney, according to the form of the ſtatute in ſuch caſe made and provided, further ſays, that the ſaid D. M. J. in the ſaid condition of the ſaid writing-obligatory mentioned, hath not from time to time ſince the making of the aforeſaid writing-obligatory and the condition thereof in the ſaid plea mentioned, during the time that he the ſaid D. M. J. was one of the bearers of, &c. and one of the officers and miniſters of the court of our lord the now king of his palace of Weſtminſter, and before the levying the plaint of the ſaid ſir Sidney in this court here, ſaved and kept harmleſs the ſaid ſir Sidney from all damage, loſs, and danger which during the time aforeſaid hath happened to him the ſaid plaintiff by reaſon of the not executing and due executing of all ſuch writs, proceſs, and warrants iſſued out of the ſaid court of our ſaid lord the king of his palace of Weſtminſter, as during that time were delivered to him the ſaid D. M. J. to be executed by him, for that reaſon, by ſuch his the aforeſaid D. M. J.'s neglect and default in not returning the aforeſaid writ at the ſuit of the ſaid F. J. againſt the aforeſaid T. M. delivered to him the ſaid D. M. J. to be executed as aforeſaid, as by the exigency of the ſaid writ he was commanded and required to do, and ought to have done, he the ſaid plaintiff was and is damnified and hath ſuſtained damage and loſs by reaſon of ſuch neglect to a certain amount, to wit, to the amount of two ſhillings and fourpence, which at and upon the aforeſaid writ would have become due and payable to him the aforeſaid ſir Sidney, as, and for a fee due, and of right payable to him the ſaid ſir Sidney as marſhal of the ſaid houſehold of our ſaid lord the now king, at and upon the return of ſuch writ, contrary to the tenor and effect of the ſaid condition of the

ſaid

Breach.

ſaid writing-obligatory, to wit, at, &c. in, &c.: And the ſaid plaintiff, according, &c. further ſays, that the ſaid D. M. J. in the ſaid condition of the ſaid writing-obligatory mentioned, hath not from time to time, and at all times ſince the making of the ſaid writing-obligatory and the condition thereof in the ſaid plea mentioned, during the time that he the ſaid D. M. J. was one of the bearers of, &c. and one of the officers, &c. and before the levying the plaint of the ſaid plaintiff in this court here, obſerved, performed, and executed all matters and things, which according to his the ſaid D. M. J.'s duty and office of one of the bearers of, &c. and an officer, &c. he ought to have obſerved, &c. without fraud, oppreſſion, and wrong to any perſon or perſons whatſoever, for that after the delivery of the aforeſaid writ at the ſuit of the ſaid F. J. againſt the aforeſaid T. M. to the ſaid D. M. J. to be executed as aforeſaid; and after the ſaid D. M. J. had ſo taken and arreſted the ſaid T. M. by his body, and had him in cuſtody by virtue of the ſaid writ as aforeſaid, and before the return of the ſaid writ, to wit, on, &c. to wit, at, &c. he the ſaid T. M. for his releaſe from and out of the cuſtody of him the ſaid D. M. J. paid to the ſaid D. M. J. a certain ſum of money, to wit the ſum of two pounds thirteen ſhillings and ſixpence, that is to ſay, for the damages and coſts in the ſaid action againſt him the ſaid T. M. by and at the ſuit of the ſaid F. J. for the uſe of the ſaid F. J. which he the ſaid D. M. J. then and there accepted and received of and from the ſaid T. M. for the purpoſe aforeſaid; yet the ſaid D. M. J. did not then, nor at the ſaid court next after the ſuing out the aforeſaid writ of the ſaid F. J. againſt the ſaid T. M. ſo holden as laſt aforeſaid, or at any other time pay, nor hath he at any time ſince hitherto paid the ſaid two pounds thirteen ſhillings and ſixpence, or any part thereof, into this court here, but fraudulenty, oppreſſively, and wrongfully kept and detained, and from thence hitherto hath kept and detained, and ſtill doth keep and detain the ſame in the hands of him the ſaid D. M. J. from the ſaid F. J. contrary to the duty of the office of him the ſaid D. M. J. as ſuch officer of the court here, to the fraud, oppreſſion, and wrong of the ſaid F. J. ſo being the plaintiff in the ſuit aforeſaid, to wit, at, &c.; by means of which ſaid ſeveral premiſes, the ſaid F. J. a ſuitor in this court here and plaintiff in the action aforeſaid, was and is greatly injured and prejudiced by the ſaid D. M. J. and by the fraud and oppreſſion of the ſaid D. M. J. he ſo then being an officer and miniſter of this court as aforeſaid, contrary to the tenor and effect of the ſaid condition of the ſaid writing-obligatory, to wit, at, &c.; and this he the ſaid plaintiff is ready to verify; wherefore he prays judgment and his debt aforeſaid, together with his damages by him ſuſtained on occaſion of the detention thereof to be adjudged to him, &c.

3d Breach.

Qu. If error were brought on a judgment obtained by the plaintiff in this court, and it ſhould appear upon the record that the plaintiff was himſelf one of the judges, it would not be reverſed for that cauſe? Yet it is the conſtant practice, as I underſtand,

derſtand; in actions in the marſhalſea court upon bail bonds, to bring them in the name of the knight, although aſſigned to the plaintiff in the ſuit where the bail was taken.

J. Morgan

The above replication was in an action where the officer had been turned out of his office prior to the commencement of this ſuit: But in an action at the ſuit of the knight marſhal, where the officer's function became fixed in the uſual and regular way, the officer not being turned out of his office, the replication, after ſhewing the arreſt under the writ as in the foregoing, is as follows:

And ſuch proceedings were afterwards had in the ſaid plea in the ſaid court of the king's palace of Weſtminſter, holden at S. aforeſaid, in the county and juriſdiction aforeſaid, before the ſaid William earl of Talbot, the ſaid plaintiff, and J. B. eſquire, judges of the ſaid court, on, &c. a complaint of the ſaid A. B. made againſt him the ſaid C. D. he the ſaid C. D. being one of the bearers of the vinges of the houſehold of our ſaid lord the king, and an officer and miniſter of the ſaid court, for miſbehaviour, and a breach of duty in his ſaid office, in taking and detaining by extortion from the ſaid A. B. the ſum of pounds, it was by a rule of the ſaid court then and there, in and by that court duly made in the ſaid ſuit, ordered, that the ſaid C. D. upon notice of the ſaid rule, ſhould attend at the then next court to anſwer ſuch matters and things as ſhould then be objected to him on behalf of the ſaid A. B. of which ſaid rule ſo then and there made as aforeſaid, the ſaid C. D. afterwards, and before the then next court, to wit, on, &c. at, &c. had notice: And the ſaid plaintiff further ſays, that ſuch further proceedings were afterwards had in the ſaid court of the king's palace of Weſtminſter aforeſaid, in the ſaid plea, that afterwards, at the court of the king's palace of Weſtminſter, holden at, &c. on, &c. before the ſaid Judges of the ſaid court, on hearing of the ſaid complaint of the ſaid A. B. and the defence of the ſaid C. D. then and there made thereto, it was by another rule of the ſaid court then and there duly made in and by the ſame court in the ſaid plea or ſuit ordered, that the ſaid C. D. (he the ſaid C. D. then being one of the bearers of, &c. and an officer, &c.) ſhould be ſuſpended from the execution of his ſaid office, and ſhew cauſe at the then next court why he ſhould not repay to the ſaid A. B. the ſaid ſum of pounds, and the ſaid A. B.'s coſts in the ſaid ſuit, and the coſts of that complaint, of which ſaid rule laſt-mentioned, the ſaid C. D. afterwards, and before the then next court, to wit, on, &c. had notice: And the ſaid plaintiff further ſays, that ſuch further proceedings were afterwards had in the ſaid court of the king's palace of Weſtminſter, held at S. aforeſaid, within the county and juriſdiction aforeſaid, on, &c. on the default of the ſaid C. D.; it was by another rule of the ſaid court then and there duly made in and by the ſaid court in the ſame plea or ſuit ordered, that the rule made at the ſaid court againſt the ſaid C. D. he the ſaid C. D. being then one of, &c. and an officer, &c. ſhould be abſolute; of which rule laſt aforeſaid the ſaid C. D. afterwards, to wit, on, &c. had notice:

And

And the ſaid plaintiff further ſays, that the ſaid ſum of pounds, and the ſaid A. B.'s coſts in that ſuit, and the coſts of that complaint, then and there amounted to a large ſum of money, to wit, the ſum of pounds, to wit, at, &c.; whereof the ſaid C. D. then and there alſo had notice, and was then and there requeſted by the ſaid A. B. to pay him the ſame; yet the ſaid C. D. did not before the then next court, or at any other time whatſoever, pay the ſaid A. B. the ſaid ſum of pounds, and his coſts in the ſaid ſuit, together with the coſts of that complaint, or any part thereof, but hath hitherto neglected to pay the ſame, or any part thereof, to the ſaid A. B.; and this, &c. &c. [Concluſion as in the laſt precedent.]

ARMSTRONG *at ſuit of* WILKES, ESQUIRE, AND ANOTHER.

Plea, (by a ſheriff's officer to an action brought againſt him by the plaintiffs on the bond given for good behaviour, &c.) performance of conditions and covenants.

[AFTER oyer of the bond upon which the action was brought, and condition], he alſo craves oyer of the ſaid indenture of covenants in the ſaid condition of the ſaid writing-obligatory mentioned, and it is read to him in theſe words, to wit, "This indenture, &c." [ſetting it out verbatim], which being read and heard, the ſaid James ſays *actio non*; becauſe he ſays, that he the ſaid J. A. did not at any time before the making of the ſaid indenture of covenant, or at any time or times for and during all the time that the ſaid J. W. and F. B. continued ſheriff of the ſaid county of Middleſex, ſet at liberty or ſuffer to go at large and eſcape any perſon or perſons whatſoever arreſted or attached by the ſaid J. A. alone, or together with or by any bailiff or officer, by his or their, or any of their body or bodies, by virtue of any writ, warrant, precept, or mandate whatſoever of the ſaid ſheriff, or which at the time of the making of the ſaid indenture of covenants, or at any time thereafter, were in or committed to the charge or cuſtody of him the ſaid J. A. alone or together, with or by any other bailiff or officer a priſoner, or of or to the ſaid ſheriff, for any cauſe or cauſes whatſoever, until the ſaid J. A. had a ſufficient warrant for the diſcharging of ſuch priſoner or priſoners under the hand-writing of the ſaid ſheriff, under-ſheriff, deputy, or clerk in that behalf authoriſed; and that the ſaid J. A. did not at any time after the making of the ſaid indenture of covenants, deliver or ſuffer any goods and chattels to be purloined or taken out of his poſſeſſion, which were ſeized or taken in execution or otherwiſe howſoever by the ſaid J. A. alone or together with any other bailiff or officer of the ſaid ſheriff, or which were delivered or left in the hands or cuſtody of him the ſaid J. A. by the ſaid ſheriff or under-ſheriff, their deputies or clerks, until the ſaid J. A. had a lawful and ſufficient warrant for the delivery of the ſame under the hand-writing of the ſaid ſheriff, under-ſheriff, or deputy, but did make and cauſe to be made a juſt and perfect inventory of all ſuch goods by him the ſaid J. A. ſo ſeized, or which came to his hands within the ſpace of twenty-four hours after the ſame were ſeized or came to the hands of the

ſaid J. A. and did cauſe the ſame to be appraiſed by two appraiſers, one of them appointed by the ſaid ſheriff, and did as ſoon as conveniently might be after ſuch appraiſement made, deliver a true copy thereof, ſigned by the ſaid J. A. to the ſaid ſheriff, under-ſheriff, deputies, or clerks, or ſome or one of them; and likewiſe did, when and as often as any goods or chattels by him the ſaid J. A. ſo ſeized or taken, were ſold, (if the money for which ſuch goods were ſold came to the hands and cuſtody or poſſeſſion of the ſaid J. A.), forthwith pay, or cauſe to be paid to the ſaid under-ſheriff, his deputy, or clerks, or ſome, or one of them, all ſuch ſum or ſums of money for which the ſame were ſold: And the ſaid J. A. further ſays, that he the ſaid J. A. did not remove any goods and chattels which at any time or times during the continuance of the ſaid ſheriffalty he ſeized or took in execution within the ſaid county of Middleſex, from the place where ſuch goods or chattels were ſo ſeized or taken in execution before ſuch time as the rent (if any due) was paid to the landlord or landlords of the premiſes whereon any ſuch goods or chattels had been ſeized or taken in execution: And the ſaid J. A. further ſays, that he the ſaid J. A. neither by himſelf, or any other bailiff, or other perſon, did do, commit, or ſuffer any act or thing which was or tended to the hurt, loſs, damage, or hindrance of the ſaid ſheriff, or under-ſheriff, or any of them: And the ſaid J. A. further ſays, that he the ſaid J. A. did not at any time after the making of the ſaid indenture of covenant, ſeize or take in execution the goods of, or attach, or arreſt the body of any ambaſſador, or foreign miniſter, or the ſervant of any ambaſſador or foreign miniſter, or of any perſon whatſoever, privileged or protected, without licence in that behalf firſt had and obtained under the hand-writing of any ſuch perſon or perſons, which for the time being had good authority to grant licence in that behalf: And the ſaid J. A. further ſays, that he the ſaid J. A. did not at any time after the making of the ſaid indenture of covenants, by virtue of any warrant whatſoever upon meſne proceſs, arreſt or attach any perſon whatſoever againſt whom the ſaid J. A. did know any outlawry after judgment, *capias ad ſatisfaciendum*, or other execution whatſoever, to be in the hands or cuſtody of him the ſaid J. A. or any perſon whatſoever, but before ſuch arreſt did make the ſaid J. R. or ſome of his clerks acquainted with the ſaid outlawry and execution, and did cauſe the party ſo arreſted to be charged with the ſame by execution or outlawry, before he was diſcharged of the ſame arreſt upon meſne proceſs as aforeſaid: And the ſaid J. A. further ſays, that he the ſaid J. A. W. M. J. J. T. F. and M. H. and each of them hath well and truly performed and fulfilled (*a*) *all and ſingular other the covenants*, grants, articles,

(*a*) This part of the plea is meant to apply to ſuch covenants in the indenture as are in the affirmative, and in this caſe when the bond was condi joned generally for the performance of the covenants contained in ſuch indenture, this general way of pleading to the affirmative covenants is allowable; but where the covenants are in the condition there, whether they be in the affirmative or not, the defendant muſt plead ſpecially to each part, for in pleading performance of a condition it muſt be done in the words of it. 3. Lev. 303. Kel. 956. 1. Sid. 215.

clauſes,

clauſes, proviſos, payments, conditions, and agreements whatſoever in the ſaid indenture of covenants mentioned in their or either of their parts and behalfs to be performed and fulfilled, according to the form and condition of the ſaid writing-obligatory, and of the ſaid indenture of covenants, to wit, at, &c.; and this, &c.; wherefore, &c. if, &c.

And the ſaid Sampſon, by C. D. his attorney, comes and defends the wrong and injury, when, &c. and prays oyer of the ſaid writing-obligatory, and it is read to him in theſe words, to wit: "Know all men, &c." He alſo prays oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words: "The condition of this obligation, &c. &c." (the condition was, that Thomas Munn, as co-obligor in the bond, ſhould perform the covenants in a charter-party of the ſame date, with the bond between the plaintiffs of the one part, and the ſaid Munn of the other part, concerning the ſhip Burnham Farmer, then lying at Bridgewater), which being read and heard, the ſaid Sampſon ſaith, that the ſaid Joſeph and Henry (*actio non*); becauſe he ſaith, that the ſaid charter-party in the ſaid condition mentioned was made upon the ſaid ſixth day of October, in the year 1740 aforeſaid, at, &c. in, &c. between the ſaid Joſeph and Henry (by the names of Joſeph Card, of, &c. and Henry Simmons, of, &c. owners of the good ſhip or veſſel called the Burnham Farmer, burthen about fifty tons, now lying at anchor in the port or harbour of Bridgewater, in the county of S.) of the one part, and the ſaid Thomas Munn (by the name of Thomas Munn, of, &c. in the county aforeſaid, merchant) of the other part, and by the ſame charter party the ſaid Joſeph and Henry did grant and to freight let unto the ſaid Thomas Munn the ſaid ſhip or veſſel, and the ſaid Thomas Munn did accordingly hire the ſame for the voyage thereinafter mentioned; and therefore the ſaid Joſeph and Henry did thereby for themſelves, their executors and adminiſtrators, covenant and agree to and with the ſaid Thomas Munn, his executors and aſſigns, that the ſaid ſhip ſhould be made ready, and be fitted and provided in all reſpects fitting for ſuch a ſhip and voyage, and ſhould receive and take on board her all ſuch lawful goods and merchandizes as the ſaid Thomas Munn ſhould load aboard her outwards, and with the firſt fair wind ſhould ſail directly to Dunkirk in France, and within ſix days after her arrival or ſooner, ſhould not only unload and lawfully diſcharge her ſaid goods and merchandizes, and outward ladings, but there alſo receive and load, and take on board her all ſuch lawful goods and merchandizes as he the ſaid Thomas Munn ſhould load or tender to be loaden on board the ſaid ſhip, as much as ſhe could ſtow and carry in her over and above her victuals, tackle, and apparel, and being ſo loaden and diſpatched, ſhe ſhould depart thence with the firſt fair wind to Lynn Regis in Norfolk, and within nine days after her arrival there, or ſooner, ſhould unload and make a right diſcharge of all her ſaid goods and loadings from

(*a*) Plea (oyer of bond and condition, which was, that A. B. a co-obligor in the bond, ſhould perform the covenants in a charter-party between plaintiffs of the one part and A. B. of the other concerning a ſhip which was let to hire by the plaintiffs to A. B. and which ſhe was to freight to France, and from thence to England, and when unloaded to proceed back to England, and when freighted to return to England; but in caſe a French war was declared, the agreement was to be void on the firſt voyage); that after the making the bond and charter-party, the ſhip ſailed for France, and loaded her cargo, and ſailed for England, but that ſhe never arrived, &c. as

(*a*) See Plea to Debt on Charterparty.—Index.

Dunkirk

Dunkirk aforesaid, and being so discharged at Lynn Regis aforesaid, she should depart thence and return back again with the first fair wind to Dunkirk, and within six days after her second arrival at Dunkirk, or sooner, should there re-load and take on board all such lawful goods and merchandizes as the said Thomas Munn should load or tender to be loaden on board the said ship in manner (as before) and being so loaden and dispatched, she should depart then with the first fair wind for the port of Bristol in England, and within five working days after her arrival there, should make a right discharge and delivery of all her said homeward loading, and there end and finish her said intended voyage; (wind and weather, the dangers of the sea, and the restraints of princes and rulers always excepted) but if a French war should be proclaimed, waged, and confirmed with England before the arrival of the said ship to Dunkirk the second time before mentioned, then instead of her going and sailing to Dunkirk, the said ship should sail or be disposed of whether and in such manner as the said Joseph and Henry should think proper and direct, and the said voyage should be at an end at Lynn aforesaid; and the said Thomas Munn, for himself, his executors and administrators, did thereby covenant, promise, and agree to and with the said Joseph and Henry respectively, and their several executors, administrators and assigns, that he the said Thomas Munn, his executors or administrators, should and would well and truly pay, or cause to be paid unto the said Joseph and Henry, their executors, administrators, and assigns, or some or one of them, within ten days next after the arrival of the said ship at Lynn Regis aforesaid, and before her discharge, then the full sum of thirty-five pounds of lawful money of Great Britain, and the further sum of thirty-five pounds of like lawful money within ten days next after her arrival at the port of Bristol aforesaid, in full of all freight to be due and payable for the hire of the said ship for the voyage aforesaid, and also would and should pay and discharge all the port charges in and out of the harbour and haven of Dunkirk aforesaid, which are all and singular the covenants, grants, articles, clauses, provisoes, payments, conditions, and agreements whatsoever comprized or mentioned in the said charter-party, on the part and behalf of the said Thomas Munn, his executors, administrators, and assigns, to be observed, performed, fulfilled, accomplished, paid, and kept, according to the true intent and meaning of the same charter-party: And the said Sampson further saith, that soon after the making of the said writing-obligatory and the charter-party aforesaid, to wit, on, &c. at the port of Bridgewater aforesaid, in the said county, the said ship did receive and take on board her all such lawful goods and merchandizes as the said Thomas Munn loaded on board her outwards, and with the then first fair wind sailed from thence directly for Dunkirk in France, and upon her said voyage in the said charter-party mentioned, and within six days after her arrival there, unladed and lawfully discharged there all her said goods and outward ladings; and the said ship afterwards, to wit, on, &c. departed

parted and failed from Dunkirk aforesaid, in her said voyage, according to the covenant of the said Joseph and Henry in the said charter-party above mentioned: But the said Sampson further saith, that the said ship never did arrive at Lynn Regis in Norfolk in the said charter-party mentioned in her said voyage, nor ever arrived at Dunkirk aforesaid a second time in her said voyage, nor ever arrived at the port of Bristol in England in the said charter-party mentioned in the said voyage: And the said Sampson further saith, that after the arrival of the said ship at D. aforesaid, in her said voyage from the port of B. aforesaid, as is above-mentioned; to wit, on, &c. the said Thomas Munn paid and discharged all the port charges in and out of the harbour and haven of Dunkirk aforesaid, according to the form and effect of the said charter-party, and the condition aforesaid, to wit, at, &c.; and this the said Sampson is ready to verify, wherefore he prays judgment if the aforesaid Henry and Joseph ought to have their aforesaid action against him, &c.

Replication to the last plea, admitting that the ship sailed for France, and never returned. For replication, plaintiffs say, that A. B. put unlawful goods on board, without the consent of plaintiffs, whereby the ship was seized and became forfeited.

And the said Joseph and Henry say, that by reason of any thing above pleaded by the said Sampson, they ought not to be barred from having their said action against him; because protesting that the said plea of the said Sampson, and the matters therein contained in manner and form as the same is above pleaded, and the matter therein contained, are insufficient in law to bar the said Joseph and Henry from having their said action against him; for replication nevertheless they the said Joseph and Henry say, that true it is that soon after the making the said writing-obligatory and the charter-party aforesaid, to wit, on, &c. at, &c. in, &c. the said ship did receive and take on board her all such lawful goods and merchandizes as the said Thomas Munn loaded on board her outwards, and with the then first fair wind sailed from thence directly for Dunkirk in France, in and upon her said voyage in the said charter-party mentioned, and within six days after her arrival there unladed and lawfully discharged there all her said goods and outward loadings; and the said ship afterwards, to wit, on, &c. departed and sailed from Dunkirk aforesaid in the said voyage, according to the covenant of the said Joseph and Henry in the said charter-party above-mentioned; and that the said ship never did arrive at Lynn Regis in Norfolk, in the said charter-party mentioned, in her said voyage, nor ever arrived at D. aforesaid a second time in her said voyage, nor ever arrived at the port of B. in England in the said charter-party mentioned in the said voyage, as the said Sampson hath by his said plea alledged; nevertheless the said Joseph and Henry for replication say, that the said Thomas Munn, soon after the making the said writing-obligatory and the charter aforesaid, to wit, on, &c. at, &c. did take and receive from them the said Joseph and Henry the said ship or vessel at the said hire or freight in the said charter-party mentioned, for the said voyage in the said charter-party mentioned to be performed therewith, according to the form and effect of the said charter-party; and that

after

after the ſaid Thomas Munn had ſo taken and received the ſame, and whilſt the ſaid ſhip was in her ſaid voyage at Dunkirk aforeſaid, as in the ſaid plea is mentioned, he the ſaid Thomas Munn, without the knowledge or privity of the ſaid Joſeph and Henry, did unlawfully cauſe to be put on board the ſaid ſhip at Dunkirk aforeſaid a certain quantity of tobacco ſtems to be imported in the ſaid ſhip from thence to England, contrary to the form of the ſtatute in ſuch caſe lately made and provided, which ſaid tobacco ſtems ſo put on board the ſaid ſhip as aforeſaid were on board her without the knowledge or privity of the ſaid Joſeph and Henry, at her ſaid departure from Dunkirk aforeſaid in her ſaid voyage, and the ſaid ſhip, ſoon after her ſaid departure from Dunkirk aforeſaid with the ſaid tobacco ſtems ſo on board her as aforeſaid, and the ſaid Joſeph and Henry not knowing that the ſaid tobacco ſtems were on board her, to wit, in, &c. was driven and ſailed in her ſaid voyage into the harbour of Wiſbeach, in the Iſle of Ely, in the county of Cambridge, and became forfeited by force of the ſaid ſtatute, and was then and there ſeized and detained as forfeited, according to the force of the ſtatute aforeſaid, by reaſon of her having the ſaid tobacco ſtems on board her, by means whereof the ſaid ſhip did not, nor could further proceed in her ſaid voyage, according to the form and effect of the ſaid charter-party; and this they are ready to verify; wherefore they pray judgment and their ſaid debt, together with their damages by reaſon of the detaining thereof to be adjudged to him, &c.

Rejoinder to the laſt replication, that the goods were put on board with the conſent of plaintiffs.

And the ſaid Sampſon ſaith, that the ſaid Thomas Munn, by the order and direction, and with the privity and conſent of the ſaid Joſeph and Henry, to wit, on, &c. while the ſaid ſhip was in her ſaid voyage at D. aforeſaid, cauſed the ſaid tobacco ſtems to be put on board the ſaid ſhip at Dunkirk aforeſaid, to be imported in the ſaid ſhip from thence for England; and the ſaid tobacco ſtems, at the time of the departure of the ſaid ſhip from Dunkirk aforeſaid in her ſaid voyage, were on board the ſaid ſhip with the knowledge, privity, and aſſent of the ſaid Joſeph and Henry; without this, that the ſaid Thomas Munn cauſed the ſaid tobacco ſtems to be put on board the ſaid ſhip to be imported in the ſaid ſhip from thence to England, without the knowledge or privity of the ſaid Joſeph and Henry, as is in the ſaid replication above alledged; and this the ſaid Sampſon is ready to verify, wherefore as before he prays judgment, and that the ſaid Joſeph and Henry may be barred from having their ſaid action againſt him, &c.

Plea, non eſt factum to the bonds; and as to the ſums mentioned in the laſt Counts in the declaration, iſſue with both plaintiffs.

And the ſaid Richard, by J. K. his attorney, comes and defends the wrong and injury, when, &c. and ſays, that he ought not to be charged with the ſaid debt, by means of the ſaid ſeveral writings-obligatory in the ſaid declaration mentioned; becauſe he ſays, that the ſaid ſeveral writings-obligatory are not, nor is either of them his deed; and of this he puts himſelf upon the country; and

and the ſaid Thomas doth ſo likewiſe: And the ſaid Richard ſaith, that he doth not owe to the ſaid Thomas the ſaid ſeveral ſums of twenty-three pounds in the third and laſt count of the ſaid declaration mentioned, or any part thereof, in manner and form as the ſaid Thomas hath above thereof complained againſt him; and of this he puts himſelf upon the country; and the ſaid Thomas doth ſo likewiſe; therefore, &c.

And the ſaid mayor and free burgeſſes, by C. D. their attorney, come and defend the wrong and injury, when, &c. and pray oyer of the ſaid writing-obligatory, and it is read to them, &c. they alſo pray oyer of the condition of the ſaid writing obligatory, and it is read to them in theſe words, to wit: "The condition of the above obligation is ſuch, that if the above bounden mayor or free burgeſſes, or their ſucceſſors, do and ſhould well and truly pay, or cauſe to be paid unto the above-named J. W. his executors, adminiſtrators, or aſſigns, the ſum of fifty-five pounds of lawful, &c. with intereſt after the rate of four pounds for each one hundred pounds yearly, at or upon the fifth day of Auguſt next, then the above written obligation ſhall be void, otherwiſe remain in full force and virtue; which being read and heard, the ſaid mayor and free burgeſſes ſay, 1ſt, *non eſt factum*; and iſſue thereon: And for further plea by leave, &c. *actio non*; becauſe they ſay, that the ſaid mayor and free burgeſſes paid unto the ſaid J. W. the ſaid ſum of fifty-five pounds in the ſaid condition mentioned, together with lawful intereſt for the ſame, according to the form and effect of the ſaid condition, to wit, at, &c.; and this, &c.; wherefore, &c.: And for further plea, by leave, &c. *actio non*; becauſe they ſay, that they the ſaid mayor and free burgeſſes, after the time mentioned in the ſaid condition for the payment of the ſaid fifty-five pounds, and before the ſuing out the original writ of the ſaid William Auguſtus, to wit, on, &c. at, &c. paid to the ſaid J. W. the ſaid ſum of fifty-five pounds in the ſaid condition mentioned, according to the form of the ſtatute in that caſe lately made and provided, together with all the intereſt for the ſame, to wit, the ſum of twenty-four pounds; and this, &c.; wherefore, &c.

Plea (oyer of bond and condition, which was for the payment of a ſum of money with intereſt) *non factum*; 2d, that they did pay; 3d, the ſame.

Vide a plea of payment after the day by an executor, 3. Wilſ. 52. 54. and Replication thereto.

And the ſaid William Auguſtus, as to the ſaid plea of the ſaid mayor and free burgeſſes by them ſecondly above pleaded in bar, ſays, *precludi non*; becauſe he ſays, that the ſaid mayor and free burgeſſes did not pay unto the ſaid J. W. the ſaid ſum of fifty-five pounds in the ſaid condition mentioned, together with intereſt for the ſame, according to the form and effect of the ſaid condition, in manner and form as the ſaid mayor and free burgeſſes have above in their ſaid laſt-mentioned plea alledged; and this he the ſaid William Auguſtus prays may be enquired of by the country; and the ſaid W. A. as to the ſaid plea of the ſaid mayor and free bur-

Replication, that they did not pay.

burgeſſes by them laſtly above pleaded in bar, (*preclusi non*); becauſe he ſays, that the ſaid mayor and free burgeſſes did not pay to the ſaid J. W. the ſaid ſum of fifty-five pounds in the ſaid condition mentioned, according to the form of the ſtatute in ſuch caſe lately made and provided, together with all intereſt due for the ſame, in manner and form, &c. &c. [is in the replication to the ſecond plea.]

Plea 1ſt, *non eſt factum*; 2d, that after the making of the bond, a commiſſion of bankruptcy was taken out againſt plaintiff, and that the money is due to plaintiff's aſſignees.

And the ſaid defendant, by J. A. his attorney, comes and defends the wrong and injury, when, &c. and ſays that the ſaid writing-obligatory in the ſaid declaration mentioned, is not his deed, and of this he puts himſelf upon the country; and the ſaid plaintiff doth the like: And for further plea in this behalf, the ſaid defendant, by leave of the court here to him for this purpoſe granted, according to the form of the ſtatute in ſuch caſe made and provided, ſaith, that the ſaid plaintiff ought not further to maintain his aforeſaid action thereof againſt him; becauſe he ſay, that the ſaid plaintiff being a ſubject of this kingdom, on, &c. and for a long time, to wit, for the ſpace of one whole year, and afterwards was a merchant, and during all that time did uſe and exerciſe the trade of merchandize by way of bargaining, exchanging, bartering, and cheviſance, and did ſeek his trade of living by buying and ſelling, to wit, at, &c.; and the ſaid plaintiff ſo uſing and exerciſing his trade of merchandize, and ſeeking his trade of living as aforeſaid, he the ſaid plaintiff, on, &c. became and was indebted unto J. F. and J. S. (the petitioning creditors) being ſubjects of this kingdom, in the ſum of one hundred pounds of lawful money of Great Britain and upwards, for a true and juſt debt due and owing from the ſaid plaintiff to the ſaid J. F. and J. S.; and the ſaid plaintiff was alſo indebted to divers other perſons in divers other large ſums of money; and the ſaid plaintiff being ſo indebted as aforeſaid, and ſo uſing and exerciſing the trade of merchandize, and ſeeking his trade of living, afterwards, and after the making the ſaid writing obligatory, to wit, on, &c. the aforeſaid debt to the ſaid J. F. and J. S. and the ſaid other debts being ſtill due, and in no wiſe paid or ſatisfied, he the ſaid plaintiff became a bankrupt within the true intent and meaning of the ſeveral ſtatutes made concerning bankrupts; and that the ſaid plaintiff, ſo being and continuing a bankrupt as aforeſaid, and the ſaid defendant remaining unpaid and unſatisfied afterwards, to wit, on, &c. at the petition of the ſaid J. F. and J. S. as well for themſelves as for all other the creditors of the ſaid plaintiff, made and exhibited in writing according to the form of the ſtatute in ſuch caſe made and provided, to the right honourable Edward Lord Thurlow, Baron of Aſhfield, in the county of Suffolk, then and ſtill being lord high chancellor of Great Britain, a certain commiſſion of our lord the now king, ſealed with the ſeal of Great Britain, in due manner iſſued out of his majeſty's high court of chancery (the ſaid court then and ſtill being held at Weſtminſter,

in the county of Middlesex) against the said plaintiff, directed to A. B. &c. &c. &c. by which said commission our lord the king did name, assign, and appoint, constitute, and ordain them the said A. B. &c. &c. &c. his special commissioners there, giving them full power and authority to the said commissioners, any four or three of them, to proceed according to the statutes in the said commission specified, and all other statutes in force concerning bankrupts, not only concerning the said bankrupt, his body, lands, tenements, freehold and customary goods, debts, and other things whatsoever, but also concerning all other persons who by concealment, claim, or otherwise, did or should offend touching the premises in the said commission specified, or any part thereof, contrary to the true intent and meaning of the same statutes, to do and execute all and every thing and things whatsoever, as well towards satisfaction and payment of the said creditors of the plaintiff, the bankrupt aforesaid, as towards and to all other intents and purposes, according to ordinances and provisoes of the said statutes, the said lord the king, by the said commission, commanded the said A. B. &c. &c. or any four or three of them, to proceed to the execution and accomplishment of the said commission, according to the true intent and meaning of the statutes, with all diligence and effect, as by the said commission more fully appears, which said commission is still in full force and effect, by virtue of which said commission, and by force of the several statutes, the said A. B. &c. &c. three of the said commissioners named in the said commission, afterwards, to wit, on, &c. in due form of law did adjudge and declare that the said plaintiff, before the date and suing forth of the said commission against him, became and was a bankrupt within the true intent and meaning of the several statutes then in force concerning bankrupts, some or one of them, and adjudged and declared him a bankrupt accordingly, to wit, at, &c.: And the said defendant further says, that afterwards and before the exhibiting the bill of the said plaintiff, to wit, on, &c. the said defendant remaining and continuing a bankrupt, the said A. B. &c. &c. three of the said commissioners named in the said commission by certain indentures then and there made between the said A. B. &c. &c. of the one part, and T. B. of, &c. R. F. of, &c. and W. W. of, &c. of the other part, then and there being creditors of the said plaintiff, and sealed with the seals of the said A. B. &c. &c. bargained, sold, assigned, transferred to the said T. B. R. F. and W. W. amongst other things, the said sum of money and cause of action in the said declaration mentioned, upon trust nevertheless to and for the use and benefit of the said T. B. R. F. and W. W. and all other the creditors of the said plaintiff who then had demanded, or who afterwards should in due time come in and demand relief by virtue of the said commission, and should contribute towards the expence of the same, according to the limitation of the aforesaid statute, by reason of which said premises, and by force of the statutes in that case made and provided, the

said

ſaid T. B. R. F. and W. W. then and there became and were, and ſtill are entitled to the ſaid debt, ſum of money, or cauſe of action in the ſaid declaration mentioned; and this he is ready to verify; wherefore, &c. if, &c.

Replication, ad- ing that became rupt, and aſſigned the bond to creditor, and the action brought in the name of plaintiff, to recover the money for the uſe of the creditor.

And the ſaid plaintiff, as to the ſaid plea of the ſaid defendant by him laſtly above pleaded in bar, ſaith, that he, by reaſon of any thing by the ſaid defendant in that plea above alledged, ought not to be barred from further maintaining his aforeſaid action thereof againſt him; becauſe he ſaith, that after the making of the ſaid writing-obligatory in the ſaid declaration mentioned, to wit, on, &c. at, &c. he the ſaid plaintiff, before he became a bankrupt, for a good and valuable conſideration him thereunto moving, aſſigned, transferred, and ſet over the ſaid writing-obligatory, and all his right, intereſt, and property therein to one W. F. and then and there delivered the ſaid writing obligatory to the ſaid W. F. whereof the ſaid defendant afterwards, to wit, on, &c. had notice; and by means thereof, he the ſaid W. F. then and there became, and was and from thence hitherto hath been, and ſtill is entitled to the ſaid debt or ſum of four hundred pounds above demanded, to wit, at, &c.: And the ſaid plaintiff in fact ſaith, that this action is brought by and in the name of him the ſaid plaintiff, in order to recover the ſaid debt or ſum of four hundred pounds above demanded, for the uſe and benefit of the ſaid W. F. and at his requeſt, and that the ſaid plaintiff is named therein as a truſtee for the purpoſe aforeſaid, and not otherwiſe, to wit, at, &c.; and this, &c.; wherefore he prays judgment and his ſaid debt, together with his damages by him ſuſtained on occaſion of the detention thereof to be adjudged to him, &c.

Vide Winch v. Keely, Durn. and Eaſt, Rep. 619.—Authority in ſupport of this replication.

Drawn by MR. TIDD.

Demurrer.

And the ſaid defendant, as to the ſaid plea of the ſaid plaintiff above pleaded, in reply to the plea of the ſaid plaintiff by him laſtly above pleaded in bar, ſaith, that the ſaid replication, and the matters therein contained, are not ſufficient in law for the ſaid plaintiff to have and maintain his aforeſaid action againſt the ſaid defendant; to which ſaid plea in manner as the ſame is above pleaded, the ſaid defendant is not under any neceſſity, nor obliged by the law of the land to anſwer; and this he is ready to verify; wherefore for want of a ſufficient replication in this behalf, the ſaid defendant prays judgment, and that the ſaid plaintiff may be barred from having and maintaining his aforeſaid action thereof againſt him, &c.

This demurrer was withdrawn, and an iſſue taken on the replication, which upon trial was found for the defendant.

And

And the ſaid plaintiff ſays, that the ſaid plea of the ſaid plaintiff above pleaded, in reply to the ſaid plea of the ſaid defendant by him laſtly above pleaded in bar, and the matters therein contained, are ſufficient in law for the ſaid plaintiff to have and maintain his aforeſaid action againſt the ſaid defendant, which ſaid replication, and the matters therein contained, the ſaid plaintiff is ready to verify and prove as the court ſhall award; and becauſe the ſaid defendant hath not anſwered the ſaid replication of the ſaid plaintiff, nor denied the ſame, the ſaid plaintiff (as before) prays judgment and his ſaid debt, together with his damages by him ſuſtained on occaſion of the detention thereof to be adjudged to him, &c.; but becauſe the court of our ſaid lord the king now here is not yet adviſed what judgment to give in the premiſes, whereon the ſaid parties have put themſelves upon the judgment of the court here, a day is therefore given to the parties aforeſaid to come before our ſaid lord the king at Weſtminſter, on, &c. next after, &c. to hear judgment; for that the court of our ſaid lord the king now here is not yet fully adviſed thereof; and as well to try the iſſue above joined between the ſaid parties to be tried by the country, as to enquire what damages the ſaid plaintiff hath ſuſtained on occaſion of the premiſes, whereon the ſaid parties have put themſelves upon the judgment of the court, in caſe judgment ſhall be given for the ſaid plaintiff; let a jury thereupon come before our lord the king at Weſtminſter, on, &c. next after, &c. who neither, &c. to recognize, &c. becauſe as well, &c. the ſame day is given to the ſaid parties there, &c.

Joinder in demurrer.

Cur. adv. vult.

BANK *at the ſuit of* TAYLOR, ESQ. AND OTHERS, EXECUTORS.

And the ſaid William, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, that the ſaid Allen and Sands ought not to have or maintain their aforeſaid action againſt him; becauſe he ſays, that the ſaid Allen and Sands, as executors as aforeſaid, heretofore, to wit, in Hilary term, in the twenty-third year of the reign of our lord the now king, impleaded the ſaid William in the court of our ſaid lord the king, before the king himſelf at Weſtminſter, in the county of Middleſex aforeſaid, in a plea of debt on demand for the ſum of two hundred and ſix pounds of lawful money of Great Britain, of and upon the very ſame identical writing-obligatory mentioned in the ſaid declaration; and ſuch proceedings were thereupon had in the ſame court, that the ſaid Allen and Sands afterwards, in that very ſame Hilary term, in the twenty-third year aforeſaid, at Weſtminſter aforeſaid, by the conſideration and judgment of that court, recovered againſt the ſaid William as well their ſaid debt of two hundred and ſix pounds as alſo ſixty-three ſhillings, which in and by the ſaid court of our ſaid lord the king, before the king himſelf at Weſtminſter aforeſaid, were adjudged to the ſaid Allen and Sands, as executors as aforeſaid, for their damages which they had ſuſtained

Plea to debt on bond at the ſuit of executors that plaintiff had obtained judgment againſt defendant, the ſame

as well by reaſon of detaining the ſaid debt as for their coſts and charges by them about their ſaid ſuit in that behalf expended, whereof the ſaid William was convicted, as by the record and proceedings thereof ſtill remaining in the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, in the county aforeſaid, manifeſtly appears, which ſaid judgment ſtill remains in full force and effect, not in any wiſe reverſed, annulled, vacated, or ſet aſide; and this, &c. wherefore, &c. if, &c.

Replication to the laſt plea, and *del record.*

TAYLOR, &c. *againſt* BANKS. } And the ſaid Allen and Sands ſay, that they by reaſon of any thing by the ſaid William in his ſaid plea in bar alledged, ought not to be barred from having and maintaining their aforeſaid action thereof againſt him the ſaid William, becauſe they ſay, that there is not any ſuch record of the ſaid recovery ſtill remaining in the ſaid court of our ſaid lord the now king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, in the county aforeſaid, as they the ſaid William hath above in his ſaid plea in that behalf alledged; and this, &c. when, where, and in what manner the court ſhall order, direct, or appoint, and thereupon the ſaid William is commanded that he have the ſaid record before our ſaid lord the king at Weſtminſter, on, &c. next after, &c. and that he fail not at his peril; the ſame day is given to the ſaid Allen and Sands at the ſame place.

Plea, judgment recovered, and payment.

BANKS *at the ſuit of* TAYLOR, ESQ. AND OTHERS, EXECUTORS. } And the ſaid William, by A.B. his attorney, comes and defends the wrong and injury, when, &c. and prays oyer of the ſaid writing-obligatory in the ſaid declaration mentioned, and it is read to him in theſe words, to wit: Know all men, &c. &c. He alſo prays oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, to wit: The condition, &c. &c.; which being read and heard, he the ſaid William ſays, that the ſaid Allen and Sands ought not to have or maintain their aforeſaid action thereof againſt him; becauſe he ſays, that the ſaid Allen and Sands, as executors as aforeſaid heretofore, and after the making the aforeſaid writing-obligatory, to wit, in Hilary term, in the twenty-third year of the reign of, &c. impleaded the ſaid John Banks in the ſaid writing-obligatory mentioned in the court of, &c. at Weſtminſter, in the county of Middleſex, in a certain plea of debt on demand for the ſum of two hundred and ſix pounds of lawful, &c. of and upon the very ſame identical writing-obligatory mentioned in the ſaid declaration; and ſuch proceedings were thereupon had in the ſame court, that the ſaid Allen and Sands afterwards, to wit, in that ſame Hilary term, in the twenty-third year aforeſaid, at Weſt-

Weſtminſter aforeſaid, by the conſideration and judgment of that court, recovered againſt the ſaid John Banks, in the ſaid writing-obligatory mentioned, their ſaid debt of two hundred and ſix pounds, and alſo ſixty-three ſhillings, which in and by the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, were then and there adjudged to the ſaid Allen and Sands, as executors as aforeſaid, for their damages which they had ſuſtained, as well by reaſon of the detaining the ſaid debt, as for their coſts and charges by them about their ſuit in that behalf expended, whereof the ſaid J. B. was convicted, as by the record and proceedings thereof ſtill remaining, &c. to wit, at, &c. in &c. manifeſtly appears: And the ſaid William further ſays, that the ſaid J. B. after the recovery of the ſaid judgment againſt him, in form aforeſaid, and before the day of exhibiting the bill of the ſaid Allen and Sands in this behalf, to wit, in, &c. paid to the ſaid Allen and Sands the ſum of one hundred and nine pounds, being the ſaid principal ſum of one hundred and three pounds, and all intereſt for the ſame to that time, and alſo the ſum of ſixty three ſhillings for the damages, coſts, and charges of the ſaid Allen and Sands in their ſaid ſuit againſt the ſaid J. B. being the money due on the ſaid judgment ſo recovered in the ſaid writing-obligatory as aforeſaid; and this, &c.; wherefore, &c. if, &c.

DYER *at ſuit of* GARNER, EXECUTOR. } AND the ſaid John, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſaith that the ſaid William, *actio non*; becauſe he ſays, that in the day and year in the ſaid declaration mentioned, one James Banks, as well as the ſaid John, became bound by the ſaid writing-obligatory in the ſaid declaration mentioned, for the payment of the ſaid four hundred pounds in the ſaid writing-obligatory mentioned; and that the ſaid James Banks, as well as the ſaid John, then and there ſealed, and as his act and deed delivered the ſaid writing-obligatory, and the ſaid John in fact further ſaith, that he the ſaid John did not become bound by, nor ſeal or deliver the ſaid writing-obligatory in the ſaid declaration mentioned, without the aforeſaid J. B. but together with him as aforeſaid; and that after the ſigning, ſealing, and delivering of the ſaid writing-obligatory by him the ſaid John and the aforeſaid J. B. and in the lifetime of the ſaid T. G. in the ſaid declaration mentioned, to wit, on, &c. he the ſaid T. G. by his certain writing of releaſe then and there made and ſealed, and delivered by him the ſaid T. G. to the ſaid J. B. for the conſiderations therein mentioned and contained, did remiſe, releaſe, and for ever quit claim unto the ſaid J. B. his heirs, &c. and each and every of them the ſaid writing-obligatory, and all ſums of money thereon or thereafter to become due and payable by virtue thereof, and of the conditions thereunder written, together with all, and all manner of action and actions, cauſe and cauſes of actions, ſuits, bills, bonds, writings-obligatory, debts, dues,

Plea (to debt on bond at the ſuit of executors) that defendant and one A. B. gave the bond jointly, and that the obligee in his lifetime releaſed A. B. &c.

Vide 2. Roll. Abr. 412. Salk. 574. Lit. Rep. 190. Cp. Lit. 232. 2. Sid. 41.

dues, duties, ſum and ſums of money, judgments, executions, extents, quarrels, controverſies, treſpaſſes, damages, and demands whatſoever, both at law and in equity, or otherwiſe howſoever which he the ſaid T. G. his heirs, &c. might at any time or times thereafter have, claim, challenge, or demand, and for or by reaſon or means of any matter, cauſe, or thing whatſoever, from the beginning of the world, unto the day of the date of the ſaid deed, or writing of releaſe, as by the ſaid deed or writing of releaſe, bearing date the day and year aforeſaid, more fully appears; and this, &c. V. LAWES.

(to debt on bond) that the money due on the bond was given to a third perſon, and the bond made to the plaintiff, as her truſtee, that ſhe is dead, and indebted to the defendant

JACKSON *at ſuit of* ELLIS. } AND the ſaid Robert, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and craves oyer of the ſaid writing-obligatory, and it is read to him in theſe words, to wit, &c. &c.; he alſo prays oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, to wit: The condition, &c. &c. [ſet forth the condition, which was for the payment of money by the defendant to plaintiff] which being read and heard, the ſaid Robert ſays, *actio non*; becauſe he ſays, that the ſaid writing-obligatory was given to the ſaid John for ſecuring the payment of fifteen pounds [illegible] with intereſt for the ſame, as expreſſed in the condition aforeſaid and that there is due and owing for principal and intereſt thereon, a certain ſum, to wit, the ſum of ten pounds and no more: And the ſaid Robert further ſaith, that the ſaid principal ſum of [illegible] was lent and advanced by one E. C. widow, deceaſed, unto the ſaid Robert, to wit, at, &c.; and that the writing-obligatory in the ſaid declaration mentioned, was given by the ſaid Robert to the ſaid John, at the requeſt and by the direction of the ſaid E. C. in truſt, for her the ſaid E. C.; and that all principal money and intereſt now due and owing from the ſaid Robert, upon or by virtue of the aforeſaid bond, by the condition thereof, is now due and owing unto the legal repreſentative of the ſaid E. C. which legal repreſentative is unknown to the ſaid Robert: And the ſaid Robert further ſaith, that the ſaid E. C. before the exhibiting the bill of the ſaid John, to wit, in the lifetime of the ſaid E. C. and at the time of her death was indebted to the ſaid John in a much larger ſum of money than the money due and owing from the ſaid Robert for principal and intereſt upon the aforeſaid writing-obligatory; by the condition thereof, that is to ſay, the ſum of pounds of lawful, &c. for divers goods, wares, and merchandizes, before that time ſold and delivered by the ſaid Robert to the ſaid E. C. at her ſpecial inſtance and requeſt, and for the work and labour, care, and diligence of the ſaid Robert, before that time done, performed, and beſtowed in and about the buſineſs of the ſaid E. C. and for the ſaid E. C. and at her like inſtance and requeſt, and for money had and received by the ſaid E. C. in her lifetime for the uſe of the ſaid Robert, to wit, at, &c. out of which ſaid ſum of, &c. he the

ſaid

ſaid Robert is ready and willing, and hereby offers to ſet off and allow to the ſaid John ſo much money as will be ſufficient to ſatisfy and diſcharge the money due and owing in the ſaid writing-obligatory, by virtue of the condition thereof, and all damages ſuſtained by occaſion of the detaining the ſame; and this, &c.; wherefore, &c.

Plea, that obligor died, made his will and did devise all his lands to defendants, in truſt, to be ſold for the payment of his juſt debts, and that there are other creditors beſides plaintiff, and that the lands are not ſold

AND the ſaid William Vavaſour, and H. A. the now defendant, by A. B. their attorney, come and defend the wrong and injury, when, &c. and ſay, *actio non*; becauſe they ſay, that the ſaid H. A. the teſtator, in his lifetime was ſeiſed of divers lands and tenements, ſituate, lying, and being in the ſaid county of York, to the value of the ſaid debt of the ſaid Francis, and above; and being ſo ſeiſed thereof, the ſaid H. A. the teſtator, in his lifetime on, &c. at, &c. made his laſt will and teſtament in writing, and thereby did give, bequeath, and deviſe unto the ſaid W. V. T. M. and H. A. the now defendant, and their heirs, all and every his meſſuages, cottages, lands, tenements, and hereditaments whereof he was poſſeſſed, or when he had any lawful or equitable right, title, or intereſt to diſpoſe of by that his laſt will and teſtament, wheresoever the ſame ſhould be lying or being, and in whoſe poſſeſſion ſoever the ſame, or any part thereof, were or ſhould be, and did thereby likewiſe give and bequeath unto the ſaid W. V. T. M. and H. A. the now defendant, all and every his houſhold and other goods, chattels, cattle, and other perſonal eſtate of what nature, kind, or quality ſoever the ſame conſiſted, upon the ſpecial truſt and confidence that they, in ſuch convenient time after his deceaſe as to them ſhould be thought meet and proper, ſhould ſell and diſpoſe of ſuch his meſſuages, cottages, lands, tenements, and hereditaments, and alſo of all and every his houſhold and other goods, chattels, cattle, and other his perſonal eſtate, for ſo much money as could reaſonably be gotten for the ſame; and that the ſaid W. V. T. M. and H. A. the now defendant, ſhould pay and apply the money ariſing by ſuch ſales, and diſpoſitions in payment of his juſt debts and funeral expences; and if it ſhould fortune that any ſurplus money ſhould remain after all his juſt debts and funeral expences were paid off and diſcharged, then upon this further truſt, that they the ſaid W. V. T. M. and H. A. the now defendant, ſhould pay over the ſame to his dear and loving wife, E. A. to whom he gave and bequeathed ſuch ſurplus money; and he did thereby declare that it was his will and mind that his truſtees, above named, ſhould and might deduct out of the monies ariſing by the ſales of his real and perſonal eſtates therein before deviſed, and bequeathed all ſuch ſum and ſums of money as they or any of them ſhould expend and lay out, touching the execution of the truſt thereby veſted in them, as by the ſaid will it doth more fully appear: And the ſaid H. A. the teſtator, afterwards, to wit, on, &c. at, &c. died ſo ſeiſed: And the ſaid W. V. and H. A. the now defendant, further ſay, that

that there are, and at the time of the death of the ſaid H. A. the teſtator, divers other creditors, as well upon bond as upon ſimple contract of the ſaid H. A. the teſtator; beſides the ſaid F. F. and the ſaid W. V. and H. A. the now defendants further ſay, that they the ſaid W. V. and T. M. the now defendants, are not, nor at the time of ſuing out the ſaid original writ of the ſaid F. F. or at any time before, were deviſees of any meſſuages, &c. which were of the ſaid H. A. the teſtator, at the time of his death, or which he at the time of his death had a power of diſpoſing of by his laſt will and teſtament, or of any rent, profit, term, or charge out of the ſame, o herwiſe than upon the truſts and for the purpoſes in the ſaid will mentioned as aforeſaid, and that all the lands, &c. which were the ſaid H. A.'s, the teſtator, at the time of his death, had a power of diſpoſing of by his laſt will and teſtament, ſtill remain unſold; and this, &c.; wherefore, &c.

EDWARD BOOTLE.

Demurrer to the laſt plea with ſpecial cauſes.

And the ſaid Francis ſaith, that the ſaid plea of them the ſaid W. V. T. M. and H. A. the executor, in manner and form aforeſaid above pleaded, and the matter therein contained, are not ſufficient in law to bar the ſaid Francis from having and maintaining his aforeſaid action againſt them; to which ſaid plea, in manner and form as the ſame is above pleaded, he the ſaid Francis hath no deed, nor is he bound by the law of the land to anſwer, and this, &c. wherefore for want of a ſufficient plea in this behalf, the ſaid Francis prays judgment, and his ſaid debt, together with the damages, by occaſion of detaining the ſame, to be adjudged to him, &c.: And the ſaid Francis, for cauſes of demurrer in law in this behalf, according to the form of the ſtatute in ſuch caſe made and provided, ſhews to the court here the cauſes following, that is to ſay, for that it is not ſhewn in or by the ſaid plea of what lands or tenements the ſaid H. A. the teſtator, was ſeiſed at the time of making the ſaid deviſe in the ſaid plea mentioned, nor in what pariſh, vill, hamlet, or place known, the ſame lands, or tenements, or any and what part thereof now ſituate, lying, and being, nor of what lands and tenements deviſed, as is in the ſaid plea mentioned, the ſaid H. A. died ſeiſed, nor in what pariſh, vill, hamlet, or place known, the ſame lands and tenements, or any or what part thereof was ſituate, lying, and being, nor who were the creditors of the ſaid teſtators, upon bond or ſimple contract, nor for what ſums, nor how ſuch debts, or any of them, were contracted; and alſo that the ſaid plea is uncertain, and wants form.

R. DRAPER.

Plea (to debt on bond by a ſon and heir of obligor), that he has not any lands by hereditary deſcent.

AND the ſaid Henry A. the ſon, by J. F. his guardian, who is duly admitted by the court here for that purpoſe, comes and defends the force and injury, when, &c. and ſays, that he, as ſon

and

and heir of the ſaid H. A. his father, ought not to be charged with the ſaid debt by virtue of the ſaid writing-obligatory; becauſe he ſays, that he the ſaid Henry, the ſon, on the day of obtaining of the ſaid original writ, or at any time ſince, had not, nor has any lands or tenements by hereditary deſcent from his father; and this, &c. wherefore he prays judgment, if the ſaid H. A. the ſon, as ſon and heir of his ſaid father, ought to be charged with the ſaid debt by virtue of the ſaid writing-obligatory.

PARKER *at ſuit of* BARKER AND ANOTHER.

AND now at this day, that is to ſay, on, &c. until which day the ſaid defendant had leave to imparl to the ſaid bill, and then to anſwer the ſame, &c. as well the ſaid plaintiffs, by their ſaid attorney, as the ſaid defendant, by his ſaid attorney, do come before our lord the king at Weſtminſter, and the ſaid defendant defends the wrong and injury, when, &c. and prays oyer of the ſaid writing-obligatory, and it is read to him in theſe words, to wit, Know all men, &c. [here ſet forth the bond] he alſo craves oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words: Whereas the above-named E. P. hath taken and employed J. H. of the city of Weſtminſter, in the county aforeſaid, draper, as a ſervant, and in nature of a clerk to him the ſaid E. P. and likewiſe as his book-keeper and accountant, and in ſuch other buſineſs as the ſaid E. P. ſhould think fit to employ him about: Now the condition of the aforeſaid written obligation is ſuch, that if the ſaid J. H. ſhall and do from time to time make and give unto the ſaid E. P. his executors, and adminiſtrators, a juſt and true account in writing, and diſcharge himſelf of and from, and likewiſe pay and deliver unto the ſaid E. P. his executors, and adminiſtrators, all ſuch ſum or ſums of money, bills, notes, goods, effects, and things whatſoever, of what nature ſoever, which the ſaid J. H. ſhall from time to time receive, diſcharge, or which ſhall come into his hands, charge, or cuſtody, of and belonging to the ſaid E. P. his executors, and adminiſtrators, or to any other perſon or perſons whatſoever, he or they ſhall or may be charged or chargeable, or otherwiſe, or any other way or manner howſoever; or if the ſaid J. H. his executors, or adminiſtrators do, and ſhall make and give, or cauſe to be given unto the ſaid E. P. his executors, adminiſtrators, or aſſigns, full ſatisfaction and recompence, in lawful money of Great Britain, of and for all ſuch monies, bills, &c. of or belonging to the ſaid E. P. his executors, or adminiſtrators, or any other perſon or perſons wherewith he or they may be charged or chargeable as aforeſaid, which upon making up any account or accounts, or otherwiſe at any time or times to have been received or diſcharged by, or come to the hands, charge, or cuſtody of the ſaid J. H. and which he ſhall not duly account for, pay, deliver, or diſcharge himſelf from the ſaid E. P. his executors, adminiſtrators, or aſſigns as aforeſaid, or which ſhall be found, confeſſed, or proved to be embezzled, miſpent, or otherwiſe made away, or unjuſtly detained by the ſaid J. H. or any other perſon or perſons by or through

Plea to declaration on bond by executor (a) of bond and condition which was given, for the good behaviour of one A. B. whom plaintiffs had taken as a clerk) that A. B. performed the condition.

through his means, privity, and conſent, ſaving all accidental loſſes by force or robbery in the conveyance of the ſaid money, bills, &c. or other things as aforeſaid; it being the intention of the parties hereto, that the ſaid obligation ſhall have no effect any farther than to the acts and deeds, conduct and behaviour of the ſaid J. H. in the premiſes, then this obligation to be void and of none effect, otherwiſe to ſtand and remain in full force, power, and effect; which being read and heard, the ſaid defendant ſaith, that the ſaid plaintiffs, executors of the ſaid E. P. ought not to have or maintain their aforeſaid action againſt him, becauſe he ſaith, that the ſaid J. H. from and after the making of the ſaid writing-obligatory, until the death of the ſaid E. P. was employed by the ſaid J. P. as a ſervant, and in the nature of a clerk to him the ſaid E. P. and likewiſe as his book-keeper and accountant, and in ſuch other buſineſs as the ſaid E. P. thought fit to employ him about, to wit, at, &c.: And the ſaid defendant ſaith, that the ſaid J. H. hath from time to time made and given unto the ſaid E. P. in his lifetime, and the ſaid plaintiffs executors after his death, a juſt and true account in writing, and hath diſcharged himſelf of and from, and hath likewiſe paid and delivered unto the ſaid J. P. in his lifetime, and to the ſaid executors ſince his death, all ſum and ſums of money, bills, &c. whatſoever, and of what nature ſoever, which he the ſaid J. H. did from time to time receive, diſcharge, or which did come into his hands, charge, or cuſtody, of or belonging to the ſaid E. P. or to the ſaid executor of the ſaid E. P. or to any other perſon or perſons wherewith he the ſaid E. P. or his executors ſhould or might, or ſhall or may be charged or chargeable with or otherwiſe, or in any other way or manner whatſoever, according to the form and effect of the indenture, to wit, at, &c.; and this, &c. wherefore, &c.; if, &c.

G. WOOD.

BARKER & ANOTHER *againſt* PARKER.

And the ſaid plaintiffs, as to the ſaid plea of the ſaid defendant, by himabove pleaded in bar, ſay, that they by reaſon of any thing in that plea alledged, ought not to be barred from having and maintaining their aforeſaid action againſt him; becauſe they ſay, that the ſaid E. P. in his lifetime, to wit, on, &c. at, &c. duly made his laſt will and teſtament in writing, and thereby demiſed and bequeathed to the ſaid plaintiffs, their heirs, executors, adminiſtrators, or aſſigns, divers real eſtates of him the ſaid E. P. and alſo the reſidue of his perſonal eſtate, ſubject to the payment of certain legacies and charges in the ſaid will mentioned, upon truſt, among other things, that they ſhould carry on the coal trade, and dealings in ſalt, and all other the trades and buſineſſes in which the ſaid teſtator was then concerned, or ſuch parts or branches thereof, or ſuch other trades and buſineſs as might appear to them beneficial and advantageous to the family of the ſaid E. P. and upon ſuch other truſts as in the ſaid will are mentioned and expreſſed: And the ſaid E. P. afterwards, to wit,

on,

on, &c. at, &c. died without altering or revoking his ſaid will, and the ſaid plaintiffs afterwards, to wit, on, &c. at, &c. duly proved the ſaid will, and took upon themſelves the burthen of the execution thereof; and in purſuance of the ſaid will, and of the truſt repoſed in them as aforeſaid, continually from the death of the ſaid E. P. hitherto have carried on the trades, dealings, and buſineſſes in the ſaid will mentioned, and therein directed to be carried on by them as aforeſaid, upon the truſts as aforeſaid: And the ſaid plaintiffs further ſay, that the ſaid J. H. in the condition of the ſaid writing-obligatory mentioned, at the time of the making of the ſaid writing-obligatory, and continually from thence until and at the time of the death of the ſaid E. P. was employed as a ſervant, and in the nature of a clerk to him the ſaid E. P. and as his book-keeper and accountant, and in ſuch other buſineſſes as the ſaid E. P. thought fit to employ him about, to wit, at, &c. and that the ſaid J. H. at the time of the death of the ſaid E. P. and from that time until and upon and after the twentieth day of, &c. continued in the ſervice of the ſaid plaintiffs, executors as aforeſaid, and during all that time was employed by them as a ſervant, and in the nature of a clerk, and as their book-keeper and accountant in the ſaid trade, dealings, and buſineſſes ſo carried on by them, in purſuance of the ſaid will of the ſaid E. P. as aforeſaid, and in ſuch other buſineſs as the ſaid plaintiffs thought fit to employ him about, concerning the ſaid trade, dealings, and buſineſſes as aforeſaid, ſo carried on by them in purſuance of the ſaid will as aforeſaid, to wit, at, &c. and was not, from the time of the making of the ſaid writing-obligatory, until after the ſaid twentieth day of, &c. and after the breach of the ſaid condition of the writing-obligatory hereafter mentioned, ever diſmiſſed or diſcharged from his ſaid ſervice or employment: And the ſaid plaintiffs further ſay, that after the death of the ſaid E. P. and whilſt the ſaid J. H. ſo continued in the ſaid ſervice or employment of the ſaid plaintiffs as aforeſaid, to wit, on, &c. at, &c. a large ſum of money, to wit, the ſum of, &c. of and belonging to the ſaid plaintiffs, executors as aforeſaid, being the balance of an account then and there ſtated and ſettled between them the ſaid plaintiffs, executors as aforeſaid, and the ſaid J. H. of and concerning divers ſums of money of and belonging to the ſaid plaintiffs, as executors as aforeſaid, before that time received by the ſaid J. H. as ſuch ſervant to them as aforeſaid, for their uſe, had come into and was then in the charge of the ſaid J. H. as ſuch ſervant of the ſaid plaintiffs, as executors as aforeſaid, which ſaid ſum of money he the ſaid J. H. afterwards, to wit, on, &c. at, &c. was requeſted by the ſaid plaintiffs to pay to them the ſaid plaintiffs, and although the ſaid ſum of money, or any part thereof, was not loſt by caſual fire or robbery; yet the ſaid J. H. did not, when he was ſo requeſted, pay or deliver to the ſaid plaintiffs, executors as aforeſaid, or either of them, the ſaid ſum of money, or any part thereof, nor hath he at any time or times hitherto paid or delivered the ſaid ſum of money, or any part thereof, to the

ſaid

ſaid plaintiffs, or to either of them, or made any ſatisfaction or recompence for the ſame; but to pay or deliver the ſame, or any part thereof, to the ſaid plaintiffs, executors as aforeſaid, he the ſaid J. H. hath altogether neglected and refuſed, and ſtill refuſes, contrary to the form and effect of the ſaid condition of the ſaid writing-obligatory: And this, &c.; wherefore they pray judgment and their ſaid debt, together with their damages on the occaſion of the detaining of that debt, to be adjudged to them, &c.

A. CHAMBRE.

Rejoinder, that B. did account and pay plaintiffs all monies that he had, &c.

PARKER *at ſuit of* BARKER AND ANOTHER.

And the ſaid defendant, as to the ſaid plea of the ſaid plaintiffs above by way of reply pleaded, ſay, that the ſaid plaintiffs ought not by reaſon of any thing therein contained to have or maintain their aforeſaid action thereof againſt him, becauſe proteſting that the plea ſo pleaded by way of reply, and the matter therein contained, are not ſufficient in law for the ſaid plaintiffs to maintain their ſaid action againſt the ſaid defendant, to which ſaid plea, in manner and form aforeſaid pleaded, the ſaid defendant has no need, nor is he bound by the law of the land in any manner to anſwer the ſame; for rejoinder, nevertheleſs, in this behalf, the ſaid defendant ſays, that after the death of the ſaid E. P. and after the ſaid plaintiffs had proved the ſaid will, and taken upon themſelves the burthen of the execution thereof, to wit, on, &c. at, &c. the ſaid J. and the ſaid plaintiffs accounted together, and came to a juſt and true account in writing of all and every ſum and ſums of money which the ſaid J. had heretofore received and diſcharged, or which had come to his hands, charge, or cuſtody, of or belonging to the ſaid E. P. or his ſaid executors, or any other perſon or perſons wherewith he or they could or might be charged or chargeable, or otherwiſe in any other way or manner; and upon ſuch accounting, he the ſaid J. was then and there found to be in arrears to the ſaid plaintiffs, as executors as aforeſaid, in the ſum of pounds, and no more, which ſaid ſum of pounds the ſaid J. then and there paid and diſcharged to the ſaid plaintiffs: And the ſaid J. further ſaith, that after the death of the ſaid E. P. and after the ſaid plaintiffs had proved the ſaid will, and taken upon themſelves the burthen of the execution of the ſame, to wit, &c. a new agreement was made between the ſaid plaintiffs and the ſaid J. H. that the ſaid J. H. ſhould ſerve the ſaid plaintiffs as their ſervant, and in the nature of a clerk, and as their book-keeper and accountant in the ſaid trades and buſineſſes by them intended to be carried on in purſuance of the ſaid will, and the truſts repoſed in them as aforeſaid, and that he ſhould likewiſe buy and ſell the different commodities to be bought and ſold in the ſaid trades and buſineſſes, and pay the ſervants in the ſaid trades and buſineſſes their reſpective wages, and which before that time the ſaid J. had been uſed and accuſtomed to do, and that they ſhould pay to the ſaid J. H. a greater ſalary, by the year, than the ſaid E. P. in his lifetime had paid to the ſaid J. that is to ſay,

twenty

twenty pounds a year more than the ſaid E. P. had in his lifetime paid to the ſaid J. H.: And the ſaid defendant further ſaith, that in purſuance of ſuch new agreement, the ſaid J. was employed as aforeſaid, by the ſaid plaintiffs, in his ſaid trade and buſineſs by them carried on in purſuance of the ſaid will, and the truſts repoſed in them as aforeſaid, until at and after the ſaid J.'s receipt of the ſaid ſum of pounds, as hereafter mentioned, and not otherwiſe, to wit, at, &c.: And the ſaid J. further ſaith, that the ſaid ſum of pounds, in the ſaid replication mentioned, was and is money which accrued to the ſaid plaintiffs after the death of the ſaid E. P. in their trades and buſineſs by them carried on in purſuance of the ſaid will, and of the truſts repoſed in them as aforeſaid, and received by the ſaid J. after the ſettlement of the ſaid account, which the ſaid plaintiffs, executors as aforeſaid, by virtue of and in the ſaid employment, and the ſaid J. under the ſaid agreement with the ſaid plaintiffs as aforeſaid, and not otherwiſe; and this, &c.; wherefore, &c.; if, &c.

GEO. WOOD.

BARKER AND ANOTHER *againſt* PARKER. } And the ſaid plaintiffs, as to the ſaid plea of the ſaid defendant above pleaded, by way of rejoinder to the ſaid plea of the ſaid plaintiffs, by them above pleaded by way of reply, ſay, that the ſaid plea ſo pleaded by way of rejoinder, and the matters therein contained are not ſufficient in law to bar the ſaid plaintiffs from having and maintaining their ſaid action thereof againſt him, to which ſaid plea, ſo pleaded by way of rejoinder, in manner and form as the ſame is above pleaded, they the ſaid plaintiffs have no occaſion, nor are they bound by the law of the land to anſwer; and this they are ready to verify; wherefore for want of a ſufficient rejoinder in this behalf, they the ſaid plaintiffs pray judgment and their debt, together with their damages on occaſion of the premiſes, to be adjudged to them, &c. Demurrer.

A. CHAMBRE.

PARKER *at ſuit of* BARKER AND ANOTHER. } And the ſaid defendant ſays, that the ſaid plea by him the ſaid defendant in manner and form above pleaded by way of rejoinder, and the matters therein contained, are good and ſufficient in law to bar the ſaid plaintiffs from having and maintaining their aforeſaid action thereof againſt him the ſaid defendant, which ſaid plea, ſo pleaded by way of rejoinder, and the matters therein contained, the ſaid defendant is ready to verify and prove as the court ſhall award: And becauſe the ſaid plaintiffs have not anſwered the ſaid plea, ſo pleaded by way of rejoinder, nor in any manner denied the ſame, the ſaid defendant prays judgment, and that the ſaid plaintiffs may be barred from having and maintaining their aforeſaid action againſt him, &c. Joinder in demurrer.

GEO. WOOD.

JORDAN

Replication to a plea of performance of covenants, according to the condition of bond, an account ſtated between plaintiffs and their clerk, balance due, and had not paid the balance, but embezzled.

JORDAN AND ANOTHER *at ſuit of* JOHNSTON.

AND the ſaid Thomas and Leonard, as to the ſaid plea of the ſaid George, by him above pleaded in bar, ſay, that they by any thing therein contained, ought not to be barred from having and maintaining their aforeſaid action againſt him; becauſe they ſay, that the ſaid T. W. after the making of the ſaid writing-obligatory, and after he entered and was received into the ſervice of the ſaid plaintiffs as their clerk or book-keeper, as in the ſaid plea mentioned, and whilſt he remained and continued in their houſe as clerk or book-keeper, as mentioned in the ſaid plea, to wit, on, &c. at, &c. as the clerk or book-keeper of the ſaid plaintiffs, received certain caſh, to wit, the ſum of one hundred pounds of the cuſtomers of the ſaid plaintiffs for their uſe, and that afterwards, to wit, on, &c. at, &c. he the ſaid T. W. did expend, lay out, and pay for the uſe of the ſaid plaintiffs a large ſum of money, to wit, the ſum of, &c. and that afterwards, to wit, on, &c. the aforeſaid plaintiffs and T. W. accounted together of and concerning the money by him the ſaid T. W. received in form aforeſaid: and alſo of and concerning the money by him the ſaid T. W. expended, laid out, and paid for the ſaid plaintiffs in form aforeſaid, and that upon the balance of ſuch account ſo then ſtated and taken, there appeared to be due from the ſaid T. W. to the ſaid plaintiffs, a large ſum of money, to wit, the ſum of pounds, and the ſaid plaintiffs further ſay, that the ſaid T. W. did not immediately on the ſtating of ſuch account, or at any other time pay, or in any manner account unto them the ſaid plaintiffs, or to either of them, for the ſaid balance, to wit, for the ſaid ſum of pounds ſo due to and on balance as aforeſaid, or any part thereof, nor hath he hitherto paid over, or in any manner accounted to them the ſaid plaintiffs, or to either of them for the ſame, or any part thereof; but on the contrary, then and there to wit, on, &c. embezzled and miſapplied the ſaid ſum of, &c. contrary to the tenor and effect of the ſaid writing-obligatory, and of the condition thereof, whereof the ſaid A. S. and T. G. afterwards, to wit, on, &c. at, &c. had proof, to wit, by the account aforeſaid ſtated in the hand-writing of the ſaid T. W. and due notice; and that the ſaid A. S. and T. G. did not, nor did either of them within one month then next following, or at any other time, jointy or ſeparately make good or pay, nor have they or either of them hitherto made good or paid to the ſaid plaintiffs, or to either of them, the full value of the money, to wit, the ſaid ſum of pounds, which the ſaid T. W. did ſo miſapply or embezzle; but they ſo to do have, and each of them hath hitherto wholly refuſed, and ſtill wholly refuſes ſo to do, to wit, at, &c. and this, &c. wherefore, &c. and their debt aforeſaid, together with their damages by them ſuſtained on occaſion of the detaining thereof, to be adjudged to him, &c.

Afterwards,

Afterwards, that is to ſay, on the day and year, and at the place within contained, before the right honourable William lord Manſfield, the chief juſtice within mentioned, John Way, gentleman, being aſſociated unto the ſaid chief juſtice, by force of the ſtatute in ſuch caſe made and provided, come as well the within named Thomas Jordan and Leonard Lefevre, as the within named George Johnſtone, by their attornies, within mentioned, and the jurors of that jury, whereof mention is within made, being ſummoned likewiſe, come, who to ſay the truth of the within contents being choſen, tried, and ſworn, ſay upon their oath, that the within named T. W. did embezzle and miſapply the ſaid ſum of pounds, within in that behalf mentioned, contrary to the tenor and effect of the within mentioned writing-obligatory, and of the condition thereof, in manner and form as the within-named Thomas and Leonard have within by replying alledged; and they aſſeſs the damage of the within-named Thomas and Leonard by occaſion of the detaining of the debt within demanded, over and above their coſts and charges by them about their ſuit in that behalf expended, to one ſhilling, and for thoſe coſts and charges to forty ſhillings: Therefore it is conſidered by the court here, that the ſaid Thomas and Leonard do recover againſt the ſaid George their debt aforeſaid, and the damages aforeſaid, by the ſaid jury in form aforeſaid aſſeſſed, and alſo pounds for their coſts and charges, by the court of our lord the king now here adjudged to them, and at their requeſt by way of increaſe, which ſaid damages in the whole amount to pounds; and the ſaid George is in mercy, &c.

Poſtea for plaintiff, in debt on bond, conditioned for indemnifying againſt imbezzlement of a clerk, &c. verd & that he did embezzle the ſum mentioned in the replication, and final judgment thereon.

HOLME AND ANOTHER *at ſuit of* PHILLIPS.

AND the ſaid J. H. and R. W. by A. B. their attorney, come and defend the wrong and injury, when, &c. and ſay, that they ought not to be charged of the debt aforeſaid, by virtue of the ſaid writing, as deviſees of the lands and tenements deviſed to them by the laſt will and teſtament of him the ſaid E. F. becauſe he ſaith, that the ſaid E. F. by the laſt will and teſtament of him the ſaid E. F. did deviſe to them, and T. M. one meſſuage, at B. in Leeds aforeſaid, with the out-houſes, barns, ſtables, and therewith enjoyed one cloſe, called the Grove, with the appurtenances, ſituate, lying, and being in Leeds aforeſaid, in the ſaid county of York, to hold from the deceaſe of the ſaid E. F. without impeachment of waſte, for the term of one thouſand years, upon truſt, that they, or the ſurvivor or ſurvivors of them, his executors, or adminiſtrators, ſhould and might by ſale or mortgage of all or any part of the ſaid deviſed lands and tenements, and by and out of the rents, iſſues, and profits of the ſaid deviſed lands and tenements, otherwiſe as to them in their diſcretion ſhould ſeem meet and convenient, raiſe not only all ſum or ſums of money, as together with his perſonal eſtate, not by his ſaid will ſpecifically bequeathed and deviſed, ſhould be ſufficient to ſatisfy and defray

Plea (to debt on bond) that the defendants ought not to be charged with the debt in plaintiff becauſe they ſay, that the teſtator deviſed the eſtate to defendants in truſt, to pay his debts, which eſtates are not ſufficient for that purpoſe.

defray his funeral expences, and all debts that he ſhould owe at the time of his death, monies, and legacies by his ſaid will to be applied accordingly, and after the ſame were all diſcharged, then in further truſt to raiſe portions for his younger children: And the the ſaid Stephen and Richard further ſay, that the ſaid E. F. on, &c. at, &c. in, &c. died really and juſtly indebted to ſeveral perſons in ſeveral ſums of money, to wit, ten thouſand pounds, to wit, at, &c.: And that the perſonal eſtate of him the ſaid E. F. at the time of his death was not ſufficient to ſatisfy and diſcharge the debts that he the ſaid E. F. was really and juſtly indebted at the time of his death, to wit, at, &c.: And the ſaid Stephen and Richard further ſay, that the ſaid E. F. did not deviſe to them, or either of them, any other lands and tenements than the ſaid lands and tenements above-mentioned, to be deviſed to them for the purpoſe aforeſaid; and this, &c. wherefore, &c. if they ought to be charged of the debt aforeſaid by virtue of the ſaid writing-obligatory.

Plea of non eſt factum, bankruptcy in plaintiff.

HASELAR *at ſuit of* ATKINSON. } AND the ſaid Robert, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, that the ſaid writing-obligatory, in the ſaid declaration mentioned, is not the deed of the ſaid Rupert, as by the ſaid declaration is above ſuppoſed, and of this he puts himſelf upon the country, &c. And for further plea in this behalf, the ſaid Robert, by leave of, &c. according to, &c. craves oyer of the ſaid writing-obligatory, and it is read to him, &c.; he alſo craves oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, to wit: The condition, &c.; which being read and heard, the ſaid Robert ſaith, (*actionem*;) becauſe he ſaith, that the ſaid Rupert, at the time of the making of the ſaid writing-obligatory, and long before, and from thenceforth until, and upon the day of A. D. 1781, inhabited and dwelt in a certain dwelling-houſe of him the ſaid Rupert, in the pariſh of, &c. within the liberty of Weſtminſter, in the county of Middleſex, and during all that time, and for divers years laſt paſt, was a trader, and ſought his living by way of buying and ſelling, to wit, at Weſtminſter aforeſaid: And the ſaid Robert in fact further ſaith, that the ſaid Rupert on, &c. at, &c. was indebted to one A. B. of, &c. in the ſum of one hundred pounds and upwards, and to ſeveral other ſubjects of this realm, in divers ſums of money, amounting, including the debt of the ſaid A. B. to a large ſum, that is to ſay, the ſum of, &c. and being ſo indebted, he the ſaid Rupert afterwards, to wit, on, &c. began to keep his dwelling-houſe aforeſaid, and to conceal himſelf therein, with intention to defraud his ſaid creditors of their reſpective debts, and on that day became and was a bankrupt, within the intent and meaning of the ſtatutes made and now in force concerning bankrupts, to wit, at, &c.: And the ſaid Robert further ſays, that afterwards, that is to ſay, on, &c. at the petition of

of the ſaid A. B. in due manner made and exhibited in writing on behalf of himſelf, and of all the other creditors of the ſaid Rupert, to the right honourable C. D. then lord high chancellor of Great Britain, for the obtaining of their remedy in that behalf againſt the ſaid Rupert, ſo being a bankrupt as aforeſaid, the ſaid A. B. and the ſeveral other creditors aforeſaid of the ſaid Rupert not being then paid or ſatisfied their reſpective debts as aforeſaid, a certain commiſſion of bankruptcy of our lord the preſent king, founded on the ſtatutes made and provided, and then in force againſt ſuch bankrupts, ſealed under the great ſeal of Great Britain, and brought here into court, bearing date at Weſtminſter, the day and year laſt aforeſaid, directed to one A. B. and C. D. &c. in due manner iſſued, by which ſaid commiſſion our ſaid lord the king gave full power and authority to the ſaid commiſſioners, four or three of them, whereof the ſaid lord the king would that the ſaid A. B. or C. D. ſhould be one, according to the ſtatutes made and in force concerning bankrupts; not only concerning the ſaid bankrupt, his body, lands, and tenements, goods, debts, and other his effects whatſoever, but alſo concerning all perſons whatſoever, who, by concealment or otherwiſe, ſhould offend touching the ſaid premiſes, or any of them, contrary to the true intent and purpoſe of the ſame ſtatutes, or any of them, to do and execute all and every thing or things whatſoever, as well towards the ſatisfaction and payment of the creditors of the ſaid Rupert, as for and towards all other intents and purpoſes according to the proviſions of the ſtatutes aforeſaid, as by the ſaid commiſſion, reference being thereto had, may more fully appear: And the ſaid Robert further ſays, that the ſaid A. B. &c. three of the aforeſaid commiſſioners in the ſaid commiſſion named, by virtue of the ſaid commiſſion, and alſo by virtue of the ſtatutes in ſuch caſes made and provided, for the better relief of the creditors aforeſaid, after the making of the aforeſaid-obligatory in the ſaid declaration, and before the exhibiting the bill of the ſaid Rupert, that is to ſay, on, &c. at, &c. by a certain indenture then and there made between the ſaid A. B. &c. of the one part, and of the other part; the one part of which ſaid indenture, ſealed with the ſeals of the ſaid A. B. &c. the ſaid Robert now brings into court here, the day whereof is the day and year laſt-mentioned in execution of the commiſſion aſſigned to the ſaid A. B. &c. amongſt other things, the aforeſaid debt, in the ſaid declaration mentioned, and the ſaid ſum of money due and payable by virtue of the ſaid writing-obligatory, for the uſe of the ſaid A. B. and all the other creditors of the ſaid Rupert, who had ſought, or who ſhould hereafter in due time come in and ſeek relief by virtue of the ſaid commiſſion, and ſhould contribute towards the ſaid commiſſion: And the ſaid Rupert further ſays, that he ſaid Robert hath not paid the ſaid ſum of money in the ſaid condition of the aforeſaid writing-obligatory mentioned, according to the form and effect of the ſaid condition, whereby the ſaid writing-obligatory, at the time of the exhibiting of the aforeſaid bill of the ſaid Rupert, and long before was become and is forfeited, and by virtue of the

commiſſion and aſſignment aforeſaid, he the ſaid Robert at the time of exhibiting of, &c. and long before, was and yet is chargeable to pay the ſaid ſum of money in the ſaid writing-obligatory mentioned, being the ſuppoſed debt above demanded, to the aforeſaid ; and this, &c.; wherefore, &c. if, &c.

Hilary Term, 15. Geo. III.

Plea to debt on bond; 1ſt, *non eſt factum*; 2d, oyer of bond and condition which was given to plaintiff in conſideration ſhe would live in fornication with the defendant.

ROOKSLY *at ſuit of* FAWCETT. } AND the ſaid John, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, that he ought not to be charged with the ſaid debt by virtue of the ſaid writing; becauſe he ſays, that the ſaid writing is not his deed; and of this he puts himſelf upon the country, &c.; and the ſaid Sarah doth the like, &c.: And for further plea in this behalf, by leave of, &c. according, &c. the ſaid John prays oyer of the ſaid writing, and it is read to him in theſe words, to wit, "Know all men," [ſet out the bond verbatim]; he alſo craves oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, to wit, "the condition, &c." [ſet out the condition]; which being read and heard, the ſaid John ſaith that he ought not to be charged with the ſaid debt by virtue of the ſaid writing; becauſe he ſays that he the ſaid John, being ſole and unmarried, made, ſealed, and delivered the ſaid writing with the ſaid condition thereof to the ſaid Sarah, the the ſaid Sarah being alſo ſole and unmarried, in conſideration that the ſaid Sarah would thereafter unlawfully cohabit and live in fornication and concubinage with him the ſaid John, and for no other conſideration or cauſe whatſoever, to wit, at, &c. in, &c.; wherefore the ſaid writing was and is void in law; and this, &c.; wherefore, &c. if he ought to be charged with the ſaid debt by virtue of the ſaid writing.

(*a*) Plea in bar, that the cattle replevied were diſtrained damage *feaſant*, and not for rent in arrear.

AND the ſaid defendants, by A. B. their attorney, come and defend the wrong and injury, when, &c. and ſay (*actio non*); becauſe they ſay, that the ſaid cattle, goods, and chattels of the ſaid J. F. in the ſaid declaration mentioned, at the ſaid time when the ſame were ſo taken and diſtrained as in the ſaid declaration mentioned, were taken and diſtrained in and upon a certain cloſe of and belonging to the ſaid J. S. for and in the name of a diſtreſs for the damage ſuppoſed to be there done and doing by the ſaid cattle, goods, and chattels being in and upon the ſaid cloſe of the ſaid J. S. and not for any rent in arrear and unpaid, to wit, at, &c.: And the ſaid defendants further ſay, that thereupon the ſaid J. F. then and there made his complaint to the ſaid ſheriff of the taking and unjuſtly detaining of the ſaid cattle, goods, and chattels by the ſaid J. S. for the ſaid ſuppoſed damage ſo then done and doing by the ſaid cattle, goods, and chattels to the ſaid J. S. and then and there prayed the ſaid ſheriff that the ſaid cattle, goods, and chattels might be forthwith replevied by him the ſaid ſheriff, and

(*a*) This is a plea in *replevin*. (See Pleas, Avowries, &c. in replication for *diſtreſſes*.

delivered to him the ſaid J. F.; and thereupon the ſaid defendants further ſay, that the ſaid ſheriff did take from the ſaid defendants two reſponſible perſons as ſureties for the ſaid bond or writing-obligatory in the ſaid declaration mentioned for the ſaid damage ſo then ſuppoſed to have been done by the ſame to the ſaid J. S. to wit, at, &c.; and this, &c.; wherefore, &c; if, &c.

W. BALDWIN.

AND the ſaid William, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, that he the ſaid William cannot deny but that he the ſaid William is the brother and heir at law of the ſaid R. R. deceaſed, in the ſaid writing-obligatory named; nor but that the ſaid writing-obligatory is the deed of him the ſaid R. R. his late brotner, deceaſed; but the ſaid William ſays, that he hath not nor had any lands or tenements by deſcent from the ſaid R. R. his brother in fee ſimple; and this, &c.; wherefore, &c. if, &c.: And for further plea in this behalf, by leave of, &c. ſays (*actio non*); becauſe he ſays that he hath not nor ever had any lands or tenements by deſcent from the ſaid R. R. his brother in fee ſimple, except the reverſion of certain cloſes, enclo-ſures, or pieces of land, with the appurtenances, ſituate, lying, and being at, &c. [deſcribe the premiſes as in mortgage deed] of and belonging to him the ſaid William and his heirs expectant on the determination of a certain term of ſix hundred years commencing the firſt of May 1765, granted and demiſed by the ſaid R. R. in his lifetime to one E. J.; and alſo of a certain other term of ninety-nine years, commencing on the firſt of May 1760, granted and demiſed by the ſaid R. R. in his lifetime unto one H. M. and which ſaid ſeveral terms of five hundred and ninety-nine years were aſſigned and transferred by the ſaid E. J. and H. M. and ratified and confirmed by the ſaid R. R. in his lifetime to one J. W. for the remainder of the ſaid ſeveral terms, and alſo the reverſion of a certain meſſuage or tenement, ſituate, &c. [here deſcribe the premiſes as in the mortgage deed] belonging to the ſaid William and his heirs expectant, on the determination of a certain other term of one thouſand years, commencing on, &c. granted and demiſed by the ſaid R. R. in his lifetime to one R. T. and E. his wife, and which ſaid laſt-mentioned term of years were aſſigned by the ſaid R. T. and E. and ratified and confirmed by the ſaid R. R. in his lifetime unto one A. W. for the remainder of the ſaid laſt-mentioned term of years; and this, &c.; wherefore, &c. if the ſaid William as brother and heir at law of the ſaid R. R. ought to be charged with the ſaid debt, except in regard of the ſaid reverſions expectant as aforeſaid, by virtue of the ſaid writing-obligatory.

Plea (to declaration in debt on bond by administratrix of obligee against defendant as brother and heir at law of the obligor) *riens per deſcent*; and plea, *riens per deſcent*, except the reverſion of premiſes mortgaged.

Vide 2. Wilſ. 49.

Drawn by MR. CROMPTON.

Plea to declaration, 1ſt, by all defendants, *viz.* as deviſees.

AND the ſaid John the defendant, E. E. and R. by A. B. their attorney, and the ſaid S. by C. D. her guardian, who is admitted by the court here to defend for the ſaid S. who is under the age of twenty-one years, come and defend the wrong and injury, when, &c. and as to this, that the ſaid John the defendant, E. E. R. and S. by the declaration aforeſaid are impleaded as ſurviving deviſees of certain lands, tenements, and hereditaments, whereof the ſaid J. S. the father died ſeiſed in his demeſne as of fee, they the ſaid defendants ſay (*actio non*), as ſurviving deviſees in form aforeſaid; becauſe they ſay, that although they cannot deny but that the ſaid writing-obligatory is the deed of the ſaid J. S. the father, yet they further ſay, that they have not, nor hath either of them, nor had they or either of them, at any time whatever, any lands, tenements, or hereditaments, of the ſaid J. S. the father, deceaſed, (*a*) *whereof he was ſeiſed in his demeſne as of fee*, as ſurviving deviſees of the laſt will and teſtament of the ſaid J. S. the father, deceaſed; and this, &c.; wherefore, &c. if the ſaid Henry ought to have or maintain his aforeſaid action thereof againſt him as ſurviving deviſees in form aforeſaid: And as to this, that the ſaid John the defendant is by the ſaid declaration impleaded as ſon and heir of the ſaid J. S. the father, deceaſed, the ſaid John the defendant ſays, that he, as ſon and heir of the ſaid J. S. the father, ought not to be charged with the debt aforeſaid by virtue of the ſaid writing-obligatory; becauſe he ſays, that although he cannot deny but that the ſaid writing-obligatory is the deed of the ſaid J. S. the father, yet the ſaid John the defendant further ſays, that he had not, nor had he on the day of exhibiting the bill of the ſaid Henry, or at any other time before or ſince, any lands, tenements, or hereditaments, by deſcent from his ſaid father in fee ſimple; and this, &c.; wherefore, &c. if he, as ſon and heir of the ſaid J. S. the father, deceaſed, ought to be charged with the ſaid debt by virtue of the ſaid writing-obligatory: And for further plea in this behalf as to this, the ſaid John the defendant is by the ſaid declaration impleaded as ſon and heir of the ſaid J. S. the father, deceaſed, he the ſaid John by leave of, &c. ſays, that he, as ſon and heir of the ſaid J. S. deceaſed, ought not to be charged with the debt aforeſaid by virtue of the ſaid writing-obligatory; becauſe he ſays he cannot deny, &c. [as before], yet the ſaid John the defendant further ſays, [as before] in fee ſimple, except the rectory or parſonage impropriate of the pariſh of B. in the ſaid county of S. with the appurtenances, and the glebe lands, tythes, offerings, oblations, and obventions thereto belonging and appertaining, which ſaid rectory, glebe, &c. with the appurtenances, at the time of the death of the ſaid J. S. the father, deceaſed, were and now are of ſmall value, to wit, of the value of ſix hundred and thirty pounds, and no more, to wit, at, &c.; And the ſaid defendant further ſays, that the ſaid J. S. the father, in his lifetime, and before his entering into the ſaid writing-obliga-

2d Plea, by the heir *ſum per deſcent*, except the rectory of A. of the value of 600l. and no more, which defendant paid to one M. J. in part ſatisfaction of a bond of teſtator's for 200l.

(*a*) 3. W. and M. c. 14.

tory

tory in the ſaid declaration mentioned, to wit, on, &c. by his certain writing-obligatory, ſealed with his ſeal, became held and firmly bound to one M. J. in two thouſand pounds of lawful money of Great Britain, to be paid to the ſaid M. J. when he the ſaid J. S. the father ſhould be thereunto afterwards requeſted, which payment to be well and truly made the ſaid J. S. the father bound himſelf and his heirs by the ſaid writing-obligatory laſt-mentioned, which ſaid laſt-mentioned writing-obligatory was made for the payment of a juſt and true debt, due and owing from the ſaid J. S. the father to the ſaid M. J.; and the ſaid laſt-mentioned writing-obligatory at the time of the death of the ſaid J. S. the father, remained and was in full force and effect, and not in anywiſe cancelled, annulled, deſtroyed, or ſatisfied: And the ſaid J. S. the defendant further ſays, that after the death of the ſaid J. S. the father, and long before the day of exhibiting the bill of the ſaid Henry, to wit, on, &c. he the ſaid J. the defendant, as ſon and heir of the ſaid J. S. the father, well and truly paid to the ſaid M. J. a large ſum of money, to wit, the ſum of ſix hundred and thirty-one pounds, in ſatisfaction and diſcharge of ſo much of the money then due and owing upon and by virtue of the ſaid laſt-mentioned writing obligatory ſo made and entered into by the ſaid J. S the father, to the ſaid M. J. as aforeſaid, to wit, at, &c. which ſaid ſix hundred and thirty-one pounds of, &c. and more was then really and juſtly due upon the ſaid laſt-mentioned writing-obligatory, and which ſum of ſix hundred and thirty-one pounds is more than the real value of the ſaid rectory, glebe, &c. above demanded, with the appurtenances, which deſcended to the ſaid J. the defendant, as ſon and heir of the ſaid J. S. the father as aforeſaid, to wit, at, &c.; and this, &c.; wherefore, &c. if he, as ſon and heir of, &c. ought to be, &c.: And the ſaid S. for further plea in this behalf ſays, that ſhe, as deviſee in form aforeſaid, ought not to be charged with the debt aforeſaid by virtue of the ſaid writing-obligatory in the ſaid declaration mentioned; becauſe ſhe ſays, that ſhe cannot deny, &c. [as before], yet ſhe further ſays, that ſhe has not, nor had ſhe on the day of exhibiting the bill of the ſaid Henry, or at any time before or ſince, any lands, tenements, or hereditaments, of the gift of the ſaid J. S. the father, deceaſed, as his deviſee, except one cottage and twelve acres of land, with the appurtenances, ſituate, lying, and being in, &c. duly deviſed by the ſaid J. S. the father, deceaſed, to her the ſaid S. and the heirs of her body lawfully iſſuing, and in default of ſuch iſſue to the ſaid J. the defendant, E. E. and their heirs and aſſigns for ever, as tenants in common, and not as joint tenants; and that the ſaid eſtate, ſo deviſed to the ſaid S. of and in the ſaid one cottage and twelve acres of land, with the appurtenances, at the time of the death of the ſaid J. S. the father, was and now is of ſmall value, to wit, of the value of two hundred and thirty pounds, and no more, to wit, at, &c. [here ſtate the former bond to M. J.; and that J. S. the father entered into another bond to one J. G. in four hundred pounds; and that the ſame remained in full

3d Plea, by one of the deviſees *rens per* devi except, &c. a that the paid t ful value in pa of ſatisfaction two bonds inteſtate.

force as before]: And the ſaid S. further ſays, that after the death of the ſaid J. S. the father, and long before the day of exhibiting the bill of the ſaid Henry, to wit, on, &c. ſhe the ſaid S. as ſurviving deviſee of the ſaid J. S. the father, well and truly paid, and cauſed to be paid to the ſaid M. J. a large ſum of money, to wit, ſeventy-ſix pounds, in ſatisfaction and diſcharge of ſo much of the money then due and owing by virtue of the ſaid laſt mentioned writing-obligatory ſo made and entered into by the ſaid J. S. the father, to the ſaid M. J. as laſt aforeſaid, which ſaid ſum of ſeventy-ſix pounds was then really and juſtly due upon the ſaid laſt-mentioned writing-obligatory, to wit, at, &c. and to the ſaid J. G. a large ſum of money, to wit, the ſum of one hundred and ſeventy-five pounds of like lawful money, in ſatisfaction and diſcharge of ſo much of the money then due and owing upon and by virtue of the ſaid writing obligatory ſo made and entered into by the ſaid J. S. the father, to the ſaid J. G. as aforeſaid, to wit, at, &c. which ſaid ſum of one hundred and ſeventy-five pounds of, &c. was then and there really and juſtly due upon the ſaid laſt-mentioned writing obligatory, which ſaid ſums of ſeventy-ſix pounds and one hundred and ſeventy-five pounds amount together to the ſum of two hundred and fifty one pounds of, &c. are more than the real value of the ſaid cottage and twelve acres of land, with the appurtenances, which came to the ſaid S. by the gift of the ſaid J. S. the father, deceaſed, in form aforeſaid, as ſuch deviſee as aforeſaid; and this, &c.; wherefore, &c. if ſhe, as ſurviving deviſee as aforeſaid, ought, &c.: And for further plea in this behalf, by leave of, &c. ſays that ſhe, as ſurviving deviſee in form aforeſaid, ought not, &c.; becauſe ſhe ſaith, that although ſhe cannot deny, &c. yet *true* it is, &c. that certain lands, tenements, and hereditaments, which the ſaid J. S. the father, deceaſed, deviſed to the ſaid E. and R. [the ſaid E. S. deceaſed, the wife of the ſaid J. S. the father, the ſaid plaintiff alleges for ever, to the ſeveral uſes, truſts, conditions, and purpoſes in the ſaid will limited, declared, and expreſſed and concerning the ſame, to wit, upon the ſpecial truſt and confidence that all and ſingular the ſaid lands, tenements, and hereditaments, amongſt other things, or ſuch part thereof as upon the diſcretion of the ſaid truſtees be ſufficient for the purpoſes in the ſaid will in that behalf mentioned; and in caſe any part of the ſaid lands, tenements, and hereditaments ſhould, after the due execution of the truſts in the ſaid will above-mentioned, remain in the hands, poſſeſſion, or ſeiſin of them the E. and R. and the ſaid E. S. the ſaid wife of the ſaid J. S. the father, deceaſed, unſold or undiſpoſed of, or any monies to be raiſed as in the ſaid will as aforeſaid, ſhould remain in their hands unapplied as aforeſaid, then, upon the further truſt, that the ſaid E. and R. and the ſaid E. S. the wife of the ſaid J. S. the father, ſhould ſtand ſeiſed and poſſeſſed thereof, and every part thereof, with the appurtenances, to the uſe and behoof of and in truſt for the ſaid two daughters of the ſaid J. S. the father, the ſaid E. S. their heirs, executors, adminiſtrators, and aſſigns, as tenants in common

Plea, by an heir of deviſee, &c. ex. cept lands deviſed to truſtees for particular uſes, and that the uſes are not executed.

common, and not as joint tenants; and the said E. doth aver, that the said several trusts, and other purposes in the said will mentioned, for the purpose of which the said lands, tenements, and hereditaments were so devised to the said E. and R. and the said E. S. the wife of the said J. S. the father, their heirs and assigns in trust as aforesaid, still remain unexecuted and unperformed; and that the said estate, so devised to the said E. and R. and the said E. S. the wife of the said J. S. the father, their heirs and assigns, of and in the said lands, tenements, and hereditaments, still continues in full force and effect; and this, &c.; wherefore, &c. until the determination of the said estate devised to the said E. and R. and the said E. S. the wife of the said J. S. the father as aforesaid: And the said E. and R. for further plea in this behalf, by leave of, &c. say, that they, as surviving devisees in form aforesaid, ought not to be charged, &c.; because they say, that true it is that they are surviving devisees of the last will and testament of the said J. S. the father, deceased, of certain lands, tenements, and hereditaments, whereof the said J. S. the father was seised in his demesne as of fee; because they say, that they are such devisees upon trust, first to pay the debts of the said J. S. the father, deceased, and then for certain other purposes in his will mentioned, and that there are now real and true debts of the said J. S. the father now unpaid other than the said debt now demanded, which together with divers other real and true debts due from the said J. S. the testator at the time of his death, and since that time paid by the said E. and R. in respect of the said devise, to the amount of the full value of all the lands, tenements, and hereditaments, devised to them in manner aforesaid; and this, &c.; wherefore, &c. if, &c.

5th Plea, by the other defendants, that they are devisees upon trust, first to pay debts, and for other purposes, and that there are other debts besides plaintiff's unpaid, which with other debts paid by defendants, amount to the full value of the premises.

V. Grant

And the said Henry freely here in court confesses, that he will not further prosecute his suit against E. E. and R. but wholly disclaims the prosecution thereof against them, the said E. E. and R. therefore let the said E. E. and R. be thereof acquitted and go thereof without day, &c.: And the said Henry as to so much of the said plea first above pleaded in bar as relates to the said John the defendant and Susannah saith, that he by reason, &c. (*preclud. non*); because he saith that they the said John the defendant and Susannah have, and at the time of exhibiting the bill of the said Henry, had sufficient lands, tenements, and hereditaments of the said J. S. the father, deceased, whereof in his lifetime he was seised in his demesne as of fee, as surviving devisees of the last will and testament of the said J. S. the father, deceased, wherewith the said John the defendant and Susannah might have satisfied the said debt of the said Henry above demanded, to wit, at, &c.; and this, &c.; wherefore, &c. and his debt aforesaid,

Replication, as to three defendants, *vid. prof.*; as to so much of the first plea as relates to John and S. says, that they had sufficient lands, as devisees; and as to John's plea, as heir, that he had sufficient lands by descent; as to John's 2d plea, as heir, protesting that the bond to M. J. was not testator's deed, protesting that the rectory was of more value, protesting that defendant had other lands, that defendant did not pay M. J. 631l.; the same replication to S.'s plea, *mut. mutandis.*

together with his damages aforeſaid, by reaſon of the detaining of the ſaid debt, to be adjudged to him, &c.: And as to the ſaid plea of the ſaid John the defendant, by him above pleaded in bar, as ſon and heir of the ſaid J. S. the father, deceaſed, *precludi non*; becauſe he ſaith, that the ſaid John the defendant hath, and at the time of exhibiting the bill of the ſaid Henry had ſufficient lands, tenements, and hereditaments, by hereditary deſcent from the ſaid John the father, deceaſed, in fee ſimple, which deſcended upon the ſaid John the defendant from the ſaid J. S. the father, deceaſed, wherewith the ſaid John the defendant might have ſatisfied the debt of the ſaid Henry above demanded; and this, &c.; wherefore, &c.: And as to the ſaid plea of the ſaid John the defendant, by him ſecondly above pleaded in bar, as ſon and heir of the ſaid John the father, deceaſed, *precludi non*; becauſe proteſting that the ſaid writing-obligatory in that plea mentioned, whereby the ſaid J. S. the father became bound to the ſaid M. J. therein mentioned, in the ſum of two thouſand pounds of, &c. was not the deed of the ſaid J. S. the father, deceaſed; proteſting alſo, that the ſaid rectory, glebe lands, tithes, offerings, oblations, and obventions, in the ſaid plea of the ſaid John the defendant, as ſon and heir, by him ſecondly above pleaded mentioned, are of much greater value than the ſaid ſum of ſix hundred and thirty-one pounds; proteſting alſo, that the ſaid John the defendant had, and on the day of exhibiting the bill of the ſaid Henry had, other lands, tenements, and hereditaments, by deſcent from his ſaid father in fee ſimple, over and above the ſaid rectory, glebe, &c. as in the ſaid plea is mentioned; For replication nevertheleſs the ſaid Henry ſays, that the ſaid John the defendant did not pay the ſaid M. J. in the ſaid plea mentioned the ſum of ſix hundred and thirty-one pounds, or any part thereof, in ſatisfaction and diſcharge of ſo much of the money then due and owing upon and by virtue of the ſaid writing-obligatory ſo made and entered into by the ſaid John the father, to the ſaid M. J. as aforeſaid, in manner and form as the ſaid John the defendant hath in his ſaid plea by him thirdly above pleaded in bar alledged; and this he prays may be enquired of by the country: And the ſaid Henry, as to the ſaid plea of the ſaid Suſannah by her ſecondly above pleaded in bar, *precludi non*: becauſe proteſting that the ſaid writing-obligatory in that plea mentioned, whereby the ſaid J. S. the father is ſuppoſed to have become held and firmly bound to the ſaid M. J. therein mentioned, in the ſaid ſum of two thouſand pounds, is not the deed of the ſaid J. S. the father; and alſo that the ſaid other writing-obligatory therein mentioned, whereby the ſaid J. S. is ſuppoſed to have been held and firmly bound to the ſaid J. G. therein mentioned, in the ſum of four hundred pounds, is not the deed of the ſaid J. S. the father, deceaſed; proteſting alſo, that the ſaid cottage and twelve acres of land, with the appurtenances, in the ſaid plea of the ſaid Suſannah by her ſecondly above pleaded mentioned, are of much greater value than two hundred and fifty pounds: For replication nevertheleſs the ſaid Henry ſays, that as to the ſaid writing-obligatory,

whereby the ſaid J. S. the father is ſuppoſed to have become held and firmly bound to the ſaid M. J. in the ſaid ſum of four hundred pounds, mentioned in the ſaid plea of the ſaid Suſannah by her ſecondly above pleaded in bar, the ſaid Suſannah did not pay to the ſaid M. J. in the ſaid plea mentioned, the ſaid ſum of ſeventy-ſix pounds, or any part thereof, in ſatisfaction and diſcharge of ſo much money then due and owing upon and by virtue of the ſaid writing-obligatory ſo made and entered into by the ſaid J. S. the father, deceaſed, to the ſaid M. J. as laſt aforeſaid, in manner and form as the ſaid Suſannah hath in her ſaid plea by her ſecondly above pleaded in bar alledged; and this he prays may be enquired of by the country, &c.: And as to the ſaid writing-obligatory, whereby the ſaid J. S. the father, deceaſed, is ſuppoſed to have become held and firmly bound to the ſaid J. G. in the ſaid ſum of four hundred pounds therein mentioned, in the ſaid plea of the ſaid Suſannah by her ſecondly above pleaded in bar, the ſaid Henry ſays, that the ſaid Suſannah did not pay to the ſaid J. G. the ſaid ſum of one hundred and ſeventy-five pounds, or any part thereof, in ſatisfaction and diſcharge of ſo much of the money then due and owing upon and by virtue of the ſaid writing-obligatory made and entered into by the ſaid J. S. the father to the ſaid J. G. in manner and form as the ſaid Suſannah hath in her ſaid plea by her ſecondly above pleaded in bar alledged; and this he prays may be enquired of by the country, &c.

Drawn by MR. GRAHAM.

AND the ſaid defendants, by A. B. their attorney, come and defend the wrong and injury, when, &c. and ſay *actio non*; becauſe they ſay, that the ſaid cattle, goods, and chattels of the ſaid J. F. in the ſaid declaration mentioned, at the ſaid time when the ſame were ſo taken and diſtrained, as in the ſaid declaration mentioned, were taken and diſtrained in and upon a certain cloſe of and belonging to the ſaid J. S. for and in the name of a diſtreſs, for the damages ſuppoſed to be there done and doing by the ſaid cattle, goods, and chattels being in and upon the ſaid cloſe of the ſaid J. F. and not for any rent in arrear and unpaid, to wit, at, &c.: And the ſaid defendants further ſay, that thereupon the ſaid J. F. then and there made his complaint to the ſaid ſheriff of the taking and unjuſtly detaining of the ſaid cattle, goods, and chattels by the ſaid J. S. for the ſaid ſuppoſed damage ſo then done and doing by the ſaid cattle, goods, and chattels to the ſaid J. S. and then and there prayed the ſaid ſheriff that the ſaid cattle, goods, and chattels might be forthwith replevied by him the ſaid ſheriff, and delivered to him the ſaid J. F.; and thereupon the ſaid J. F. and defendants further ſay, that the ſaid ſheriff did take from the ſaid J. F. and the ſaid George and Thomas, two reſponſible perſons, as ſureties, the ſaid bond or writing-obligatory in the ſaid declaration

Plea (to declaration in debt on a replevin bond, the breach of the condition of the bond was for not appearing at the county court, and proſecuting his ſuit with effect) that the cattle in declaration mentioned were diſtrained damage feaſant and not for rent in arrear; and that defendant made a complaint to the ſheriff who redelivered the cattle to him, and thereupon took the bond for the damages ſuppoſed to have been done

mentioned, for the ſaid damage ſo then ſuppoſed to have been done by the ſame to the ſaid J. S. to wit, at, &c.; and this, &c.; wherefore, &c. *Drawn by* MR. GRAHAM.

I take it to be clear that the replevin bond, upon which this action is brought, is not aſſignable, the ſtatute of 11. Geo. 2. c. 19. only extending to diſtreſſes for rent. J. G.

This plea was conſidered by Barrow, who drew the declaration, as a good bar; and therefore the action was dropped.

Plea (to declaration in debt on a bond) that defendant delivered the bond as an *eſcrow*.

AND the ſaid James, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, that he ought not to be charged with the ſaid debt, by virtue of the ſaid writing-obligatory; becauſe he ſays, that the ſaid writing-obligatory is not his deed; and of this he puts himſelf upon the country, &c.: And for further plea in this behalf by leave of, &c. *actio non*; becauſe he ſays, that the ſaid writing-obligatory in the ſaid declaration mentioned was made by him the ſaid James on, &c. to ſecure the repayment of a certain ſum of money then lent by the ſaid Richard to one A. B. and delivered by him the ſaid James to one C. D. as an *eſcrow* to be by him kept on this ſpecial condition, that if the ſaid A. B. ſhould, within the ſpace of eight months then next following, ſecure the repayment of the ſaid ſum of money to the ſaid Richard, by a mortgage upon certain freehold premiſes of him the ſaid A. B. that then and in that caſe the ſaid writing-obligatory ſhould be immediately diſcharged, annulled, and held for nothing, and returned and redelivered to the ſaid James, by that in default of the ſaid A. B. ſo ſecuring the repayment of the ſaid ſum of money to the ſaid Richard by ſuch mortgages aforeſaid, within the aforeſaid time, then the ſaid writing-obligatory of the ſaid James ſhould ſtand and be againſt him in full force: And the ſaid James further ſays, that within the ſpace of eight months from the time of the making and delivery of the ſaid writing-obligatory as an eſcrow to the ſaid C. D. as aforeſaid, for the purpoſe aforeſaid, to wit, on, &c. the ſaid A. B. did ſecure the repayment of the ſaid ſum of money to the ſaid Richard, by a mortgage upon certain freehold premiſes of him the ſaid A. B. which ſaid mortgage the ſaid Richard then and there accepted and received as a ſecurity for the repayment of the ſaid ſum of money ſo by him lent to the ſaid A. B. as aforeſaid, whereby the ſaid writing-obligatory of the ſaid James ſo delivered to the ſaid C. D. became and was wholly diſcharged, annulled, and vacated; and this, &c. wherefore, &c. if, &c.

Replication, that defendant did not deliver the bond as an eſcrow.

And the ſaid Richard, as to the ſaid plea of the ſaid James by him laſtly above pleaded, ſays, *precludi non*; becauſe he ſays, that the ſaid James, on the ſame day and year in that behalf above-mentioned, at, &c. in, &c. became held and firmly bound unto the ſaid Richard in manner and form as the ſaid Richard hath in his ſaid declaration above alledged, and did not deliver the ſaid writing-obligatory to the ſaid C. D. as an eſcrow to be by him

kept upon the ſaid condition as in the ſaid plea of the ſaid James is mentioned, *modo et forma*; and this he prays may be enquired of by the country, &c. *Drawn by* MR. GRAHAM.

It appears to me that there can be no ground for ſupporting this plea, even ſuppoſing the defendant can prove the allegations of his bill in equity, for the defendant ſtates in the bill that the bond was delivered to the plaintiff upon condition to be made void by the acceptance of other ſecurities; therefore it was delivered as an abſolute bond, and not as an eſcrow, as ſtated. This alone is ſufficient in a court of law to falſify the defendant's plea, and intitle the plaintiff to his judgment, without proving the other circumſtances of the caſe. Co. Litt. 36. 2. Black. Comm. 307. 9. Co. Rep. 137.

J. G.

AND the ſaid defendant, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, that he ought not to be charged with the ſaid debt by means of the ſaid writings-obligatory, or any of them; becauſe he ſays, that the ſaid writings-obligatory, or any or either of them, are not his deeds; and of this he puts himſelf upon the country, &c. the ſaid plaintiffs do the like, &c.: And the ſaid defendant, by leave of, &c. ſays, that the ſaid plaintiffs ought not to have execution for the debt aforeſaid, or any damages, by reaſon of the detention of that debt to be adjudged to them againſt the perſon of him the ſaid defendant; becauſe he ſays, that the ſaid cauſes of action did accrue before the firſt day of January 1775, and that he the ſaid plaintiff, on the ſaid firſt day of January 1775, was actually beyond the ſeas in foreign parts, to wit, off the Weſtern Iſlands, and that the ſaid defendant did return and ſurrender himſelf unto the keeper of the King's Bench priſon in Southwark, in the county of Surry, purſuant to an act of parliament made in the twenty-eighth year of the reign of our lord the now king, intitled, "An Act for the Relief of Inſolvent Debtors," and was duly diſcharged according to the form of the ſaid act at the general quarter ſeſſions of the peace of our ſaid lord the king, holden at St. Margaret's Hill in and for the county of Surry aforeſaid, on, &c. in the twenty-ninth year of the reign of our ſaid lord the now king, before and others, their fellows, then juſtices of our ſaid lord the king, aſſigned to preſerve the peace in the ſaid county, and alſo to hear and determine divers felonies, treſpaſſes, and other miſdeeds committed in the ſaid county; and this, &c. wherefore, &c. if the ſaid plaintiffs ought to have their execution in this behalf againſt the perſon of the ſaid defendant. GEO. WYNN.

Plea to (declaration in debt on bond, by executors of obligee verſus obligor, on three ſeveral bonds). *Non eſt factum.*

2d Plea, that the defendant was diſcharged by the inſolvent act as a fugitive.

And the ſaid plaintiffs, as to the ſaid plea of the ſaid defendant by him laſtly above pleaded in bar of execution for the debt and damages aforeſaid againſt the perſon of the ſaid defendant, ſay, that they by reaſon of any thing in the ſame plea contained, ought not to be barred from having execution of the debt aforeſaid in the ſaid declaration mentioned, and for the damages by them ſuſtained by reaſon of the detention of that debt againſt the perſon of him the ſaid defendant; becauſe they ſay, that the ſaid defendant was not duly

Replication thereto, iſſue on diſcharge.

duly diſcharged, according to the form of the ſaid act of parliament in the ſaid plea mentioned; and this they pray may be enquired of by the country; and the ſaid defendant doth the like, &c.; therefore, &c. J. YATES.

Poſtea. Afterwards, at the day and place within contained, before the right honourable William lord Mansfield, the chief juſtice within written, there being aſſociated unto him A. B. gentleman, by force of the ſtatute in that caſe made and provided, came as well the within-named plaintiffs, executors of the laſt will and teſtament of the within-named W. E. deceaſed, by their attorney within contained, as the within-named defendant by his attorney within-named, and the jurors of the jury whereof mention is within made being demanded likewiſe come, and being ballotted for, elected, tried, and ſworn to ſpeak the truth of the matters within contained as to the firſt iſſue within joined between the parties, do ſay upon their oath that the within-named writings-obligatory are the deeds, and each of them is the deed of the ſaid defendant, as the ſaid plaintiffs have within alledged againſt the ſaid defendant: And as to the ſecond iſſue within joined between the ſaid parties, the ſaid jurors upon their oath do ſay, that the ſaid defendant was not duly diſcharged according to the form of the ſaid act of parliament within-mentioned, as the ſaid defendant hath within in pleading alledged, and they aſſeſs the damages of the ſaid plaintiffs by them ſuſtained on occaſion of the detention of the ſaid debt within demanded, over and above their coſts and charges by them laid out about their ſuit in this behalf to one ſhilling, and for thoſe coſts and charges to forty ſhillings; therefore it is conſidered that the ſaid plaintiffs do recover againſt the ſaid defendant their ſaid debt and the aforeſaid damages by the jury aforeſaid in form aforeſaid aſſeſſed, and alſo twenty-two pounds for their ſaid coſts and charges by the court of our ſaid lord the king now here adjudged of increaſe to the ſaid plaintiffs by their aſſent, which damages amount in the whole two twenty-two pounds; and the ſaid defendant in mercy, &c. *Drawn by* MR. WARREN.

Verdict for plaintiff on the firſt iſſue.

Verdict for plaintiff on the ſecond iſſue.

Eaſter Term, 27. Geo. III.

Plea to a declaration in debt on bond. AND the ſaid Robert, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and craves oyer of the ſaid writing-obligatory, and it is read to him, &c.; he alſo craves oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, to wit: "The condition, &c." (which was in the common form), which being read and heard, the ſaid Robert ſays *actio non*; becauſe he ſays, that the ſaid writing-obligatory is not the deed of him the ſaid Robert; and of this he puts himſelf upon the country; and the ſaid John doth likewiſe the ſame: And for further plea in this behalf he the ſaid Robert, by leave of, &c. ſays *actio non*; becauſe he ſays, that he the ſaid Robert, after the ſaid eighteenth of Auguſt 1767, and before the ſuing forth of the original writ of the ſaid plaintiff, to wit, on, &c. A. D. 1781, at,

Non eſt factum; 2d, Plea, *levit ſcſſ diem*; 3d Plea, Set-

&c.

&c. in, &c. paid to the ſaid plaintiff the ſaid ſum of forty-two pounds, together with all intereſt due thereon, according to the form and effect of the ſaid condition of the ſaid writing-obligatory; and this, &c.; wherefore, &c. if, &c.: And for further plea in this behalf, he the ſaid Robert, by like leave of, &c. ſays *actio non*; becauſe he ſays, that at the time of ſuing forth the original writ of the ſaid plaintiff in this behalf, there was [illegible] due and owing from the ſaid defendant to the ſaid John upon the ſaid writing-obligatory, by virtue of the condition thereof, for principal and intereſt of the ſaid ſum of forty-two pounds, a much leſs ſum than eighty-four pounds, to wit, the ſum of forty pounds and no more, to wit, at, &c.: And the ſaid defendant further ſays, that the ſaid plaintiff, before and at the time of ſuing forth the original writ of the ſaid plaintiff, at, &c. was and ſtill is indebted to the ſaid defendant in a much larger ſum of money than the ſaid ſum of money ſo due and owing from the ſaid defendant to the ſaid plaintiff upon the ſaid writing-obligatory, by virtue of the condition thereof, that is to ſay, in the ſum of forty pounds of, &c. for the uſe, occupation, and enjoyment of divers meſſuages, lands, and tenements, with the appurtenances of the ſaid defendant, ſituate and being in the pariſh of, &c. for a long ſpace of time before then elapſed, held, occupied, and enjoyed by the ſaid plaintiff, by the permiſſion and ſufferance of the ſaid defendant, and at the ſpecial inſtance and requeſt of the ſaid John, and in the further ſum of twenty pounds of, &c. for divers cattle, to wit, horſes, &c. and other goods, wares, and merchandizes before that time ſold and delivered by the ſaid defendant to the ſaid John, at his ſpecial inſtance and requeſt, and in the further ſum of, &c. (money paid, &c. ditto lent, &c. account ſtated); which ſaid ſeveral ſums of money ſo due and owing from the ſaid plaintiff to the ſaid defendant are ſtill wholly unpaid, and exceed the ſaid ſum of forty pounds ſo remaining due and owing from the ſaid defendant to the ſaid plaintiff, by virtue of the condition of the ſaid writing-obligatory; which ſaid ſeveral ſums of money, or ſo much thereof as ſhall be neceſſary in this behalf, he the ſaid Robert always hath been, and ſtill is ready and willing, and now offers to ſet off againſt the ſaid ſum of forty pounds ſo remaining due and payable by the condition of the ſaid writing-obligatory, according to the form of the ſtatute in ſuch caſe made and provided; and this, &c. wherefore, &c. if, &c.: And for further plea in this behalf, by like leave of, &c. ſays *actio non*; becauſe he ſays, that at the time of ſuing forth the original writ of the ſaid John in this ſuit, there was due and owing from the ſaid Robert to the ſaid John upon the ſaid writing-obligatory, by virtue of the condition thereof, for principal and intereſt of the ſaid ſum of forty-two pounds, a much leſs ſum of money than eighty-four pounds, to wit, the ſum of ſixteen pounds and no more, to wit, at, &c. (ſame as third plea to the end).

Drawn by MR. CROMPTON.

Replication to the last plea.

And the said John, as to the said plea of the said Robert by him secondly above pleaded in bar, says, that he, by reason of any thing by the said Robert in that plea alledged, *precludi non*; because he says, that the said Robert did not pay to him the said John the said sum of forty-two pounds in that plea mentioned, together with all interest due thereon, in manner and form, &c.; and [illegible] he prays, &c.; and the said Robert doth so likewise: And the said plaintiff, as to the said plea of the said defendant by him thirdly above pleaded, says, that he, by reason of, &c. *precludi non*; because protesting that a much larger sum of money than the said sum of forty pounds, in that plea mentioned, was and is due and owing from the said defendant to him the said plaintiff upon the said obligation, by virtue of the condition thereof, for principal and interest of the said sum of forty-two pounds; for replication in this behalf the said plaintiff says, that he was not nor is indebted to the said John in manner and form as the said defendant hath above in that plea alledged; and this he prays, &c. (The like replication to fourth plea.)

Plea thereto (oyer of bond and condition, which was given by the obligee for the good behaviour of one A. B. as a clerk), performance of conditions by A. B.

And the said James, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and prays oyer of the said writing-obligatory, and it is read to him in these words following, that is to say, "Know all men, &c." he also prays oyer of the condition of the said writing-obligatory, and it is read to him in these words following, that is to say: "Whereas, &c. &c. (set forth the condition, which was for the good behaviour of one O. H. plaintiff's clerk in the brewing business); which being read and heard, the said James saith *actio non*; because he saith, that the said O. H. in the said condition mentioned did, during all the time of his service in the said office or place, carefully or diligently use and employ himself and his best endeavours in the said office or place, and did once in every week weekly and as often as he was required, during the continuance of his service in the said office or place, make and deliver to them the said plaintiffs, upon request, a just, perfect, and true account in writing at the messuage or brewhouse of them the said plaintiffs, and elsewhere, of all such beer, ale, monies, goods, and effects of them the said plaintiffs, which by any means whatsoever came to the hands, care, charge, or custody of him the said O. H. and also did, from week to week, weekly and oftener, during his said service, content and pay unto the said plaintiffs, or to some or one of them, all such sum and sums of money as he the said O. H. had received of any person or persons whatsoever due or in anywise belonging unto them the said plaintiffs; and that the said O. H. did not deliver or trust to any customer or customers, or any other person or persons whomsoever at the time of the making of the said writing-obligatory not served by the said plaintiffs any quantity or quantities of beer, ale,

The condition was, that O. H. was to give an account every week of the money he received, [illegible] the goods he [illegible] if [illegible] ed in their service, and was [illegible] end to be indebted to them, [illegible] on the obligees defendants) [illegible] ere to make good such defi-

ale, or other goods, before ſuch time as he had made the ſaid plaintiffs acquainted therewith, and had their conſent thereunto; and that the ſaid O. H. did not ſecrete, embezzle, purloin, or miſpend any of the monies, goods, chattels, ſtores, and effects of them the ſaid plaintiffs, and that the ſaid O. H. did not depart or withdraw himſelf from the ſaid ſervice before payment and ſatisfaction had been made by him unto the ſaid plaintiffs, or unto ſome or one of them, of all ſuch ſum or ſums of money, debts, and effects, as he had been found indebted to them, or any or either of them, according to the tenor and effect of the ſaid condition of the ſaid writing-obligatory, and that the ſaid O. H. did not depart this life in the ſervice or office of clerk to the ſaid plaintiffs, or any of them, to wit, at, &c.; and this, &c.; wherefore, &c. if, &c. S. LE BLANC.

And the ſaid John Hale, Joſeph Hale, and Thomas Symonds, pray a day to imparl to the ſaid plea, and then to reply to the ſame, and it is granted to them, &c.; and thereupon a day is given to the parties aforeſaid to come before the juſtices of our lord the king of the bench on the morrow of All Souls, that is to ſay, for the ſaid Joſeph, John, and Thomas, to imparl to the ſaid plea, and then to reply to the ſame, &c.; and upon that day came the ſaid Joſeph and Thomas, by A. B. their attorney, and the ſaid John cometh not, and the ſaid Joſeph and Thomas giveth the court here to underſtand and be informed, that after the laſt continuance of the plea aforeſaid, and before the ſaid day of the morrow of All Souls, to wit, on, &c. at, &c. the ſaid John died, and the ſaid Joſeph and Thomas ſurvived him; which allegation the ſaid defendant doth not deny; therefore let no further proceedings be had at the ſuit of the ſaid John Hale. Suggeſtion of the death of one of the plaintiffs, and *quit durante* continuance.

Drawn by MR. GRAHAM.

Michaelmas Term, 28. Geo. III.

And the ſaid Joſeph and Thomas, as to the ſaid plea of the ſaid defendant by him above pleaded in bar, ſay, that they by reaſon of any thing by the ſaid James in that plea alledged, *precludi non*; becauſe they the ſaid Joſeph and Thomas, according to the form of the ſtatute in ſuch caſe made and provided, ſay, that after the making the ſaid writing-obligatory, and during the continuance of the ſaid O. H. in the ſaid office or office of clerk in the ſaid condition of the ſaid writing-obligatory mentioned, to wit, on, &c. at, &c. he the ſaid O. H. in his ſaid place or office of clerk as aforeſaid, received divers large ſums of money for and on account of the ſaid Joſeph and Thomas, that is to ſay, of and from one A. B. a large ſum of money, to wit, the ſum of nine pounds due and owing from the ſaid A. B. to the ſaid John, Joſeph, and Thomas, and of and from one C. D. a certain other large ſum of money, to wit, the ſum of ſeventeen pounds due and owing to the ſaid John, Joſeph, and Thomas from the ſaid C. D. and of and from one E. F. a certain other large ſum of money, that is to ſay, the ſum Replication, aſſigning breaches that O. H. received ſeveral ſums of money, and never counted, but embezzled and ſpent the ſame.

of

of twenty-one pounds due and owing from the ſaid E. F. to the ſaid John, Joſeph, and Thomas, and which ſaid ſeveral ſums of money, or any port thereof, he the ſaid O. H. did not at any time pay or cauſe to be paid to the ſaid John, Joſeph, or Thomas, or any or either of them, but on the contrary thereof afterwards, to wit, on, &c. at, &c. did embezzle and miſpend, and convert and diſpoſe thereof to his own uſe, contrary to the form and effect of the ſaid condition of the ſaid writing-obligatory: And the ſaid plaintiffs further ſay, that after the making the ſaid writing-obligatory, and during the continuance of the ſaid O. H. in the ſaid place or office of clerk in the ſaid condition of the ſaid writing-obligatory mentioned, to wit, at divers days and times between the fourth day of, &c. and the day of ſuing forth the original writ of the ſaid plaintiffs, at, &c. the ſaid O. H. received in his ſaid office or place of clerk as aforeſaid, divers other large ſums of money of and belonging to them the ſaid plaintiffs in manner following, that is to ſay, divers ſums of money, amounting in the whole to pounds, of and from the ſaid John, the ſame belonging to the ſaid plaintiffs, and alſo divers other ſums of money, amounting in the whole to pounds, of and from the ſaid Joſeph, the ſame belonging to the ſaid plaintiffs, and alſo divers other ſums of money, amounting in the whole to pounds, of and from the ſaid Thomas, the ſame belonging to them the ſaid plaintiffs, and alſo divers other ſums of money, amounting in the whole to pounds, of and from, &c. the ſame belonging to the ſaid plaintiffs, which ſaid ſeveral ſums of money laſt-mentioned, or any part thereof, he the ſaid O. H. hath not yet accounted for or paid to the ſaid plaintiffs, or any or either of them, but on the contrary thereof afterwards, and before the ſuing forth the original writ of the ſaid plaintiffs, to wit, on, &c. at, &c. did embezzle and miſpend, and convert and diſpoſe of the ſame and every part thereof to his own uſe, contrary to the form and effect of the ſaid condition of the ſaid writing-obligatory; and this, &c.; wherefore, &c. if, &c.

General breach.

By the 8th and 9th of Wil. 3. ch. 11 it is neceſſary to ſtate the ſeveral breaches the plaintiffs mean to recover for, that the jury may, according to that ſtatute, aſſeſs damages beyond which execution cannot be ſued out. S. LAWRENCE.

Plea to declaration in debt on bond (oyer of bond and condition, whichwas, that a marriage being about to be had between plaintiff and one of the daughters of defendant, defendant promiſed to give plaintiff two hundred pounds, or as much as he ſhould give any other of his daughters, which was to be paid by inſtalments, and at the time of ſuing out the writ of plaintiff, the time of payment for the remainder was not come, and that defendant did not give any other of his daughters more than two hundred pounds.

AND the ſaid Samuel, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and craves oyer of the ſaid writing-obligatory in the ſaid declaration mentioned, and it is read to him, &c.; he alſo craves oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words: "Whereas, &c. (the condition of the bond was, that a marriage being to be ſolemnized

nized between plaintiff and one of the daughters of defendant, it was agreed that defendant ſhould give plaintiff two hundred pounds with his daughter, or as much as he gave to his other daughters; the two hundred pounds was to be paid by inſtalments, and on payment of the money the bond was to be void); which being read and heard, he the ſaid Samuel ſays *actio non*; becauſe he ſays, that he the ſaid Samuel, after the making the ſaid writing-obligatory, and before the ſuing forth the original writ of the ſaid plaintiff, to wit, on, &c. next enſuing the date of the ſaid writing-obligatory, did pay and cauſe to be paid unto the ſaid plaintiff one hundred pounds of lawful money of Great Britain, part of the ſaid ſum of two hundred pounds in the ſaid condition of the ſaid writing-obligatory mentioned, according to the tenor and effect of the ſaid condition of the ſaid writing-obligatory, to wit, at, &c.: And the ſaid Samuel further ſays, that he the ſaid Samuel afterwards, and before the ſuing forth the original writ of the ſaid plaintiff, to wit, on, &c. did pay and cauſe to be paid to the ſaid plaintiff the ſum of fifty pounds of like lawful money, other part of the ſaid ſum of two hundred pounds in the ſaid condition of the ſaid writing-obligatory mentioned, according to the tenor and effect of the ſaid condition of the ſaid writing-obligatory; and as to the laſt-mentioned payment of fifty pounds mentioned in the condition of the ſaid writing-obligatory, he the ſaid Samuel ſays, that at the time of ſuing forth the original writ of the ſaid plaintiff, the time of making the ſaid laſt-mentioned payment of fifty pounds was not come: And the ſaid Samuel further ſays, that he the ſaid Samuel did not at any time or times after the making of the ſaid writing-obligatory, or at any other time whatſoever, give or engage to give to either of his other daughters in the ſaid condition of the ſaid writing-obligatory mentioned, any greater portion or fortune for her advancement in life than the ſum of two hundred pounds, to wit, at, &c.; and this, &c.; wherefore, &c.: And for further plea, &c. (a ſet-off for goods ſold and delivered, &c. and juſt at the concluſion inſert as follows): And the ſaid Samuel further ſays, that he the ſaid Samuel did not at any time or times after the making the ſaid writing-obligatory, and before the ſuing forth the original writ of the ſaid plaintiff, or at any other time whatſoever, give or engage to, &c.; and this, &c.; wherefore, &c. *Drawn by* MR. GRAHAM.

Replication that defendant did not pay, &c.

And the ſaid plaintiff, as to the ſaid plea of the ſaid Samuel by him firſt above pleaded in bar, *precludi non*; becauſe he ſays, that the ſaid Samuel did not pay to the ſaid plaintiff the ſaid two ſeveral ſums of one hundred pounds and fifty pounds in the condition of the ſaid writing-obligatory mentioned, or either of them, or any part thereof, according to the tenor and effect of the ſaid writing-obligatory, and the condition thereof; and this he prays, &c. and the ſaid Samuel doth ſo likewiſe; and the ſaid Charles, &c. (iſſue on ſet-off.)

And

Plea to (declaration in debt on arbitration bond) oyer of condition, which was for keeping an award, and that the arbitrators made no award.

And the said Thomas, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and prays oyer of the said writing-obligatory, and it is read to him in these words, to wit, &c.; he likewise prays oyer of the condition of the said writing-obligatory, and it is read to him in these words, that is to say, "The condition of, &c." (the condition of bond was, that the parties had submitted to the arbitration of A. B. C. D. and E. F. and that they were to make their award on or before the twenty-fourth of December; which being read and heard, the said Thomas says *actio non*; because he says, that the said arbitrators mentioned in the said condition, or any two of them, did not make their award before the twenty-fourth of December mentioned in the said condition, of any award in writing of or concerning the matters in variance referred unto by the said plaintiff and defendant; and this, &c.; wherefore, &c. if, &c.

E. LAW.

Replication, setting forth an award, and assigning breach of non payment of money awarded.

And the said John, as to the said plea of the said Thomas by him above pleaded in bar, says, that the said Thomas of any thing by the said Thomas in that plea above alleged, ought not to be barred from having his aforesaid action thereof maintained against him, &c.; because he says, that the said A. B. and C. D. two of the aforesaid arbitrators in the said condition of the said writing-obligatory named, after the making of the said writing obligatory, and within the time limited and appointed by the said condition for the making of their award of and concerning the premises aforesaid, that is to say, on, &c. being the said twenty-fourth day of, &c. in the said condition mentioned, at, &c. having taken upon themselves the burthen of this award, did in due manner make their award in writing under their hands and seals, of and concerning the premises in the said condition mentioned, and thereby referred to them by the said plaintiff and defendant, ready to be delivered to the parties in difference, or such of them as should desire the same; by which said award they the said A. B. and C. D. two of the arbitrators aforesaid, did then and there award and order that &c. &c. [set forth the award]; of which said award the said Thomas afterwards, to wit, on, &c. at, &c. had notice, and for assigning several breaches of the said award in the said condition of the said writing-obligatory mentioned in the several matters and things therein contained on the part and behalf of the said Thomas to be performed, fulfilled, and kept, according to the form of the statute in such case made and provided, the said John says, that the costs due to N. O. gentleman, his the said plaintiff's attorney for carrying on the said prosecution in the said award mentioned against the said Thomas, amounting to a large sum of money, to wit, the sum of thirty pounds of lawful, &c. whereof the said Thomas afterwards, to wit, on, &c. at, &c. had notice; yet the said Thomas did not at any time before the said first of June next after the making of the said award, pay or cause to be paid the aforesaid costs, or any part thereof, either to him or to his said attorney the said N. O. but hath therein wholly failed and made default

default, to wit, at, &c. contrary to the form and effect of the ſaid award in that behalf made as aforeſaid: And for a further breach of the ſaid award in the ſaid condition mentioned, according to the form of the aforeſaid ſtatute, the ſaid plaintiff ſays, that the ſaid Thomas did not on or before the ſaid firſt day of, &c. next after the making of the aforeſaid award, pay or cauſe to be paid the ſaid ſum of one pound and threepence of, &c. to him the ſaid plaintiff, nor hath he yet paid the ſame, or any part thereof, to him, but hath therein wholly failed and made default, contrary to the form and effect of the ſaid award in that behalf made as aforeſaid; and this, &c.; wherefore, &c. and his debt aforeſaid, together with his damages, by reaſon of the detaining thereof to be adjudged to him, &c. J. Brown.

In this replication it is neceſſary not only to ſhew an award made, but alſo a breach, 5. Com. 104. It would have been good had it aſſigned a breach as to the non-payment of the one pound and threepence only, 2. Will. 267.

And the ſaid defendant, in his proper perſon, comes and defends the wrong and injury, when, &c. and prays oyer of the ſaid writing-obligatory, and it is read to him in theſe words, to wit, &c. &c. (Set out the condition verbatim, which was to pay forty pounds to Mitchel, the obligee, on the ſecond of May 1763); which being read and heard, the ſaid defendant ſays, that the ſaid William and J. M. the executor, ought not to have or maintain their aforeſaid action thereof againſt him; becauſe he ſays, that he the ſaid defendant paid to the ſaid J. M. deceaſed, in his life-time, with intereſt for the ſame after the rate aforeſaid, on the ſaid ſecond of May, in the ſaid condition of the ſaid writing-obligatory mentioned, according to the form and effect of the ſaid condition, to wit, at, &c.; and this, &c. wherefore, &c. if, &c. And for further plea in this behalf the ſaid defendant, by leave of, &c. according to, &c. ſays *actio non*; becauſe he ſays, that he the ſaid Thomas, after the ſaid ſecond of May, in the ſaid condition of the ſaid writing-obligatory mentioned, and before the exhibiting the bill of the ſaid William and J. M. the executor, to wit, on, &c. paid to the ſaid J. M. the teſtator the ſaid ſum of forty pounds in the ſaid condition mentioned, together with all intereſt then due thereon, to wit, at, &c.; and this, &c.; wherefore, &c. if, &c.: And for a further plea in this behalf, the ſaid Thomas, by like leave of, &c. ſays *actio non*; becauſe he ſays, that he the ſaid defendant, after the ſaid ſecond of May, in the ſaid condition of the ſaid writing-obligatory mentioned, and before the exhibiting the ſaid bill of the ſaid plaintiffs, and after the death of the ſaid J. M. the teſtator, to wit, on, &c. paid to the ſaid plaintiffs the ſaid ſum of forty pounds in the ſaid condition mentioned, together with all intereſt due thereon, to wit, at, &c.; and this, &c.; wherefore, &c. if, &c.: And for a further plea in this behalf, the ſaid John, by like leave of, &c. ſays, that the ſaid

Plea to [illegible] bond [illegible] ſolvit [illegible] teſtatori [illegible] lifetime.

Solvit [illegible] to teſtator.

ſaid plaintiffs ought not to have execution againſt the perſon of the ſaid Thomas, or againſt his neceſſary wearing apparel and bedding for himſelf and his family, or againſt his working tools and implements neceſſary for his trade and occupation, not exceeding the value of ten pounds in the whole; becauſe he ſays, that the ſaid debt or ſum of money in the ſaid declaration mentioned was contracted and due before the twenty-fifth day of October 1760, mentioned in a certain act of parliament made at Weſtminſter, in the county of Middleſex, in the firſt year of the reign of our lord the now king, intitled, "An Act for the Relief of Inſolvent Debtors;" and that he the ſaid Thomas, before and on the twenty-fifth of October 1760, was actually a priſoner in the priſon of our lord the now king of his palace of Weſtminſter, by virtue of a certain writ of our lord the now king called a *capias ad ſatisfaciendum* before that time ſued out of the court of our lord the now king at Weſtminſter, at the ſuit of one J. H. and that he the ſaid Thomas did remain and continue ſuch a priſoner in the ſaid priſon as aforeſaid, until the time of his diſcharge hereinafter mentioned; and that thereupon the ſaid Thomas afterwards, to wit, at the general quarter ſeſſions of the peace of our ſovereign lord the king, holden at Kingſton upon Thames by adjournment, in and for the county of Surry, on Tueſday the ſixth of October 1761, was in due manner, and by force of and according to the form of the ſaid act, diſcharged; and this, &c.; wherefore, &c. if the ſaid plaintiffs ought to have any execution againſt the ſaid perſon of the ſaid Thomas, or againſt his neceſſary wearing apparel and bedding for himſelf and his family, or againſt his working tools and implements neceſſary for his trade and occupation, not exceeding the value of ten pounds in the whole.

[illegible]on, three

And the ſaid William and John Mitchell, the executor, as to the ſaid plea of the ſaid Thomas by him firſt above pleaded in bar, ſay, that they, by reaſon of any thing therein contained, ought not to be barred from having and maintaining their aforeſaid action thereof againſt him the ſaid Thomas; becauſe they ſay, that the ſaid Thomas did not pay to the ſaid J. M. deceaſed, in his lifetime, the ſaid ſum of forty pounds with intereſt for the ſame, according to the form and effect of the ſaid condition of the ſaid writing-obligatory, or any part thereof, in manner and form as the ſaid Thomas hath above in his ſaid plea firſt above pleaded alledged; and this the ſaid plaintiffs pray may be enquired of by the country, &c. and the ſaid Thomas doth the like, &c.: And the ſaid plaintiffs, as to the ſaid plea of the ſaid Thomas by him ſecondly above pleaded in bar, ſay, that they, by reaſon of any thing in that plea contained, ought not to be barred from having and maintaining their aforeſaid action thereof againſt him the ſaid Thomas; becauſe they ſay, that the ſaid Thomas did not pay, &c. before: And the ſaid plaintiffs, as to the ſaid plea of the ſaid [illegible] by him thirdly above pleaded in bar, ſay, that they, by

reaſon

reaſon of any thing in that plea contained, ought not to be barred from having and maintaining their aforeſaid action thereof againſt him the ſaid Thomas; becauſe they ſay, that he the ſaid Thomas did not pay to the ſaid plaintiffs the ſaid ſum of forty pounds in the ſaid condition mentioned, with intereſt for the ſame, or any part thereof, in manner and form as the ſaid Thomas hath above in his ſaid plea thirdly above pleaded alledged; and this the ſaid plaintiffs pray, &c.; and the ſaid Thomas doth the like, &c.: And the ſaid plaintiffs, as to the ſaid plea of the ſaid Thomas by him laſtly above pleaded in bar, ſay, that ſince the ſaid Thomas cannot deny the ſaid action of the ſaid plaintiffs, nor that he doth detain from them the ſaid plaintiffs, as executors as aforeſaid, the debt aforeſaid in the ſaid declaration mentioned, as the ſaid plaintiffs have above complained againſt him, nor but that the ſaid plaintiffs ought to recover againſt him the ſaid defendant their debt aforeſaid, together with their damages by reaſon of the detention of that debt, and foraſmuch as the ſaid plaintiffs cannot deny the ſaid ſeveral matters contained in the ſaid plea of the ſaid Thomas by him laſtly above pleaded in bar, but admit the ſame to be true, they the ſaid plaintiffs pray judgment for the ſaid debt, together with their damages, by reaſon of the detention of that debt to be adjudged to them, according to the form of the ſtatute in ſuch caſe made and provided, in ſuch manner that the perſon of the ſaid Thomas, and his neceſſary wearing apparel and bedding for himſelf and his family, and his working tools and implements neceſſary for his trade and occupation, not exceeding the value of ten pounds in the whole, be always exempt and diſcharged from all manner of execution of the ſaid judgment; but becauſe it is unknown at preſent whether the ſaid Thomas will be convicted of the premiſes aforeſaid, whereof the ſaid parties have above put themſelves upon the country, or not let the giving judgment of the plea of the ſaid Thomas by him laſtly above pleaded in bar be ſtaid until the iſſue aforeſaid be determined, and to try the iſſues aforeſaid, between the parties aforeſaid, above joined, let a jury, &c. 4th

AND the ſaid Robert, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and prays over of the ſaid writing-obligatory, and it is read to him, &c. he alſo craves over of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, that is to ſay: Whereas in and by a certain indenture of agreement, bearing even date herewith, and made or mentioned to be made between B. F. and the above-named W. Wright and R. P.; the ſaid W. W. and R. P. have agreed to employ the ſaid above-bound B. F. as their agent and manager to conduct, manage, and carry on their account, and for the profit and benefit the trade and buſineſs, &c. &c. Set forth the condi- Plea, performance generally, and special performance of affirmative covenant, special compliance with negative covenant.

ing to plaintiffs, entrusted to the care of A. B.

tion, which was, that B. F. was to carry on the buſineſs of a vintner for the plaintiffs, as their agent, and to render a true account of what buſineſs he carried on, and the money he received] which being read and heard, the ſaid defendant ſays, that the ſaid W. W. and R. P. ought not to have or maintain their aforeſaid action thereof againſt him the ſaid Robert; becauſe he ſays, that the ſaid indenture, in the ſaid condition above ſpecified, was made at London, to wit, at the pariſh of St. Mary-le-Bow, in the ward of Cheap, on the twenty-eighth day of September, in the thirteenth year of the reign of our ſovereign lord the now king, between the ſaid W. W. and R. P. of Garlick-hill, in the city of London, wine-merchants, copartners, of the one part, and B. F. by the name of, &c. vintner, of the other part; by which indenture, after reciting that W. W. and R. P. had agreed to employ the ſaid B. F. as their agent and manager, to manage, conduct, and carry on their account, and for their uſe and benefit the trade and buſineſs of a vintner and tavern keeper, in a certain houſe called or known by the name of, &c. upon the terms and conditions, and under the covenants hereinafter mentioned: It is witneſſed, &c. &c. [the covenants were that B. F. was to carry on the buſineſs for the plaintiffs, and ſhould not embezzle any of their property, and not abſent himſelf, and ſhould endeavour to promote the ſale of liquors to the beſt of his power, and ſhould keep regular books of account, and ſhould produce them every week, if required; and that the plaintiffs ſhould at all times have free acceſs to the cellars, and that the ſaid B. F. ſhould not entertain any of his friends at plaintiffs coſts, and that when B. F. ceaſed to be plaintiffs agent he ſhould deliver up the houſe and furniture in good condition, reaſonable wear and tear excepted, and that the plaintiffs ſhould allow B. F. five pounds for every one hundred pounds, and that if either of the parties ſhould wiſh to quit, three months notice was to be given of ſuch their intentions]: And the ſaid defendant further ſaith, that the ſaid B. F. at any time from the making of the ſaid indenture, hath not embezzled, miſſpent, loſt, defaced, cancelled, deſtroyed, or made away with any liquors, goods, chattels, monies, papers, or other effects belonging to the ſaid W. W. and R. P. wherewith he the ſaid B. F. hath been ſince that time entruſted by them; and the ſaid defendant further ſaith, that the ſaid B. F. hath not ſince the making of the ſaid indenture, on any account or pretence whatſoever, during the continuance of the employ of the ſaid B. F. in the houſe of the ſaid W. W. and R. P. abſented himſelf from the ſaid houſe without the knowledge or conſent of the ſaid W. W. and R. P. firſtobtained and obtained for that purpoſe; and the ſaid Robert further ſays, that the ſaid W. W. and R. P. from time to time, and at all times during the continuance of the ſaid B. F. in their employ, have had free acceſs to their vaults and cellars [illegible] tavern, and all other the premiſes thereunto belonging, and [illegible] the [illegible] condition of the liquors, [illegible] and to hooper the ſame, as alſo to view all the houſe-

hold

hold goods and furniture in and about the ſaid houſe and premiſes, or any part thereof, according to the tenor and effect of the ſaid covenant ſo made in that behalf as aforeſaid; and the ſaid Robert further ſays, that the ſaid B. F. hath not, ſince the making of the ſaid indenture, and during his continuance in the ſaid employment, hired, or employed, or diſcharged any ſervant or ſervants without the conſent or approbation of the ſaid W. W. and R. P. firſt had and obtained, and until, wherein any difference between the ſaid B. F. and ſuch ſervant or ſervants, the matter in difference between them had firſt been ſubmitted and made known to the ſaid W. W. and R. P. but on the contrary thereof, all and every the tranſactions and dealings touching or concerning, or in anywiſe relative to the management, conducting, and carrying on the ſaid buſineſs, were from time to time under the immediate inſpection, direction, and regulation of the ſaid W. W. and R. P. and with their conſent only: And the ſaid Robert further ſaith, that the ſaid B. F. did not, from the time of the making of the ſaid indenture, and whilſt he was in the ſaid employment, receive and entertain any of his friends, or relations, or other perſons, at the expence of the ſaid W. W. and R. P. ſo as to confound, leſſen, and conſume the property of them the ſaid W. W. and R. P. but at the ſole expence of the ſaid B. F. otherwiſe than where the ſame met with the concurrent approbation of the ſaid W. W. and R. P.; And as to all covenants, clauſes, conditions, and agreements, made and entered upon in and by the ſaid indenture, on the part of the ſaid B. F. to be obſerved, performed, fulfilled, and kept, the ſaid Robert ſaith, that he the ſaid B. F. from the time of the making of the ſaid writing-obligatory, and during his continuance of his employ in the ſervice of the ſaid W. W. and R. P. obſerved, performed, fulfilled, and kept, all and ſingular the covenants, clauſes, conditions, and agreements, according to the true intent and meaning of the ſaid indenture; and this, &c. wherefore, &c. if, &c.

And the ſaid W. W. and R. P. ſay, that they, by reaſon of any thing by the ſaid Robert above in pleading alleged, ought not to be barred from having and maintaining their aforeſaid action thereof againſt him; becauſe they ſay, that the ſaid B. F. after the making of the ſaid writing-obligatory, and whilſt he was employed by the ſaid W. W. and R. P. as their agent and manager, to conduct, manage, and carry on the ſaid trade and buſineſs of a vintner and tavern-keeper at the dog-tavern aforeſaid, to wit, on, &c. A. D. 1773, and on divers other days and times between that day and the twenty-fifth day of February, A. D. 1776, did embezzle, miſſpend, looſe, and wittingly and willingly deſtroy and make away with liquors, goods, and chattels, monies, and other effects, to wit, one thouſand gallons of wine, &c. of the value of one thouſand pounds, and alſo one thouſand pounds in monies numbered, that belonged to the ſaid W. W. and R. P. and wherewith he the ſaid B. F. was entruſted by the ſaid W. W. and R. P. againſt the form and effect of the ſaid writing-obligatory and the condition

thereof, to wit, at, &c. in, &c.: And the ſaid W. W. and R. P. according to the form of the ſtatute in that caſe made and provided, further ſay, that the ſaid B. F. did not from time to time, during his continuance in his ſaid employment under them the ſaid W. W. and R. P. as aforeſaid, well and truly account for and pay unto the ſaid W. W. and R. P. all ſuch ſum and ſums of money which were received by, paid to, and committed to the care and cuſtody of the ſaid B. F. on the account and for the uſe of the ſaid W. W. and R. P. according to the form and effect of the ſaid writing-obligatory and the condition thereof, but on the contrary thereof, hath refuſed and neglected to account for and pay unto the ſaid W. W. and R. P. divers ſums of money, amounting in the whole to the ſum of one thouſand pounds, which were, during that time, received by, paid to, and committed to the care and cuſtody of the ſaid B. F. on the account and for the uſe of the ſaid W. W. and R. P. contrary to the form and effect of the ſaid writing-obligatory, and the condition thereof, to wit, at, &c.; and this, &c.; wherefore, &c. and their debt, together with their damages by reaſon of the detaining of the ſaid debt, to be adjudged to them, &c.

[illegible]er, ir. the And the ſaid Robert, as to the ſaid plea of the ſaid W. W. and R. P. by them above pleaded by way of reply to the ſaid plea of the ſaid Robert by him above pleaded in bar, ſays, that the ſaid W. W. and R. P. ought not to have or maintain their aforeſaid action thereof againſt him; becauſe he ſays, that the ſaid B. F. after the making of the ſaid writing-obligatory, and whilſt he was employed by the ſaid W. W. and R. P. as their agent and manager to conduct, manage, and carry on the ſaid trade and buſineſs of a vintner and tavern-keeper as aforeſaid, did not embezzle, miſſpend, looſe, and wittingly and willingly deſtroy and make away with liquors, goods, and chattels, and monies, and other effects that belonged to the ſaid W. W. and R. P. and wherewith he the ſaid B. F. was entruſted by the ſaid W. W. and R. P. againſt the form and effect of the ſaid writing-obligatory and the condition thereof, in manner and form as the ſaid W. W. and R. P. have above alledged; and of this he the ſaid Robert puts himſelf upon the country; and the ſaid W. W. and R. P. doth ſo likewiſe: And the ſaid Robert further ſays, that the ſaid B. F. did from time to time, during his ſaid continuance in his ſaid employ under them the ſaid W. W. and R. P. as aforeſaid, well and truly account for and pay unto the ſaid W. W. and R. P. all ſuch ſum and ſums of money which were received, paid to, or committed to the care and cuſtody of the ſaid B. F. on the account and for the uſe of the ſaid W. W. and R. P. according to the form and effect of the ſaid writing-obligatory and the condition thereof; and of this alſo the ſaid Robert puts himſelf upon the country; and the ſaid W. W. and R. P. doth ſo likewiſe; therefore, &c.

[illegible]erwards, that is to ſay, on the day and at the place within contained, before ſir William De Grey, knight, the chief juſtice within

within named, A. B. gentleman, being aſſociated unto him by force of the ſtatute in that caſe made and provided, comes as well the within named W. W. and R. P. as the within Robert, by their attornies within mentioned, and the jurors of the jury within named being ſummoned, likewiſe come, who, to ſpeak the truth of the matter within contained, being elected, tried, and ſworn, as to the iſſue between the parties firſt within joined upon their oath ſay, that the within named B. F. after the making of the ſaid writing-obligatory within mentioned, and whilſt he the ſaid B. F. was employed by the ſaid W. W. and R. P. as their agent and manager, to conduct, manage, and carry on the trade and buſineſs of a vintner and tavern-keeper, at the Dog Tavern as within mentioned, did embezzle, miſſpend, looſe, and wittingly and willingly deſtroy and make away with liquors, goods, chattels, monies, and other effects, that belonged to the ſaid W. W. and R. P. and wherewith the ſaid B. F. was entruſted by the ſaid W. W. and R. P. againſt the form and effect of the within mentioned writing-obligatory and the condition thereof, in manner and form as the ſaid W. W. and R. P. have within alledged; And as to the laſt iſſue between the parties within joined, the jurors aforeſaid, upon their ſaid oath further ſay, that the within named B. F. did not from time to time, during his continuance in his ſaid employment under them the ſaid W. W. and R. P. as within mentioned, well and truly account for and pay unto the ſaid W. W. and R. P. all and every ſum and ſums of money which were received by, and paid to, and committed to the care and cuſtody of the ſaid B. F. on the account and for the uſe of the ſaid W. W. and R. P. according to the form and effect of the ſaid writing-obligatory and the condition thereof within mentioned, in manner and form as the ſaid W. W. and R. P. have within alledged; and they aſſeſs the damages of the ſaid W. W. and R. P. by occaſion of the detention of the debt within demanded, over and above their coſts and charges by them about their ſuit in this behalf expended, to one ſhilling; and for their coſts and charges to forty ſhillings; and they aſſeſs the damages of the ſaid W. W. and R. P. by occaſion of the breaches within mentioned to pounds, by virtue of the ſtatute in that caſe made and provided. G. WOOD.

The ſtatute alluded to in this Poſtea is 8, 9, Wm. 3, c. 11, 5, 8.

AND the ſaid C. C. by C. M. his attorney, comes and defends the wrong and injury, when, &c. and craves over of the ſaid writing-obligatory, and it is read to him, &c. "Know, &c." which being read and heard, the ſaid C. C. ſays, that he the ſaid C. C. as adminiſtrator as aforeſaid, ought not to be charged with the aforeſaid debt by virtue of the ſaid writing-obligatory; becauſe he ſays, that the ſaid writing-obligatory is not the deed of the ſaid C. F. deceaſed; and of this he puts himſelf upon the country, &c; and the ſaid John doth the like. And for further plea in this behalf, by leave of the court here for this purpoſe firſt had and obtained, according to, &c. he the ſaid C. C. ſays, that he the

ſaid C. C. as adminiſtrator aforeſaid, ought not to be charged with the ſaid debt by virtue of the ſaid writing-obligatory; becauſe he ſays, that before the making the ſaid writing-obligatory, to wit, on, &c. it was corruptly and againſt the form of the ſtatute in ſuch caſe made and provided, agreed by and between the ſaid John and the ſaid C. F. ſince deceaſed, in his lifetime, that the ſaid John ſhould lend and advance to the ſaid C. F. ſince deceaſed, in his lifetime, the ſum of eight hundred and fifty pounds of lawful, &c. and that if the ſaid John ſhould give day of payment thereof to the ſaid C. F. deceaſed, in his lifetime, until and upon, &c. then next enſuing; and that the ſaid C. F. ſince deceaſed, in his lifetime for the loan of the ſaid ſum of money, and for giving day of payment thereof as aforeſaid, ſhould give and pay to the ſaid John, on, &c. then next enſuing, the ſum of one hundred and fifty pounds of like lawful, &c. making together with the ſaid ſum of eight hundred and fifty pounds ſo lent and advanced by the ſaid John to the ſaid C. F. deceaſed, in his lifetime as aforeſaid, the ſum of one thouſand pounds of like, &c. together with intereſt for the ſaid ſum of one thouſand pounds from, &c. until the payment of the ſaid ſum of one thouſand pounds to the ſaid John; and that for ſecuring the payment of the ſaid ſum of one thouſand pounds with intereſt for the ſame as aforeſaid, by the ſaid C. F. ſince deceaſed, in his lifetime, to the ſaid John, he the ſaid C. F. ſince, &c. ſhould make and ſeal, and as his act and deed deliver to the ſaid John a certain writing-obligatory, and ſhould thereby bind himſelf in the penal ſum of two thouſand pounds of good, &c. conditioned for the payment of the ſaid ſum of one thouſand pounds with intereſt for the ſame as aforeſaid, by the ſaid C. F. ſince, &c. to the ſaid John, on, &c. then next enſuing, to wit, at, &c.: And the ſaid C. C. further ſays, that in purſuance of the ſaid corrupt and unlawful agreement ſo made as aforeſaid, the ſaid John afterwards, to wit, on, &c. and on divers other days and times between that day and the firſt day of, &c. at, &c. lent and advanced to the ſaid C. F. ſince, &c. divers ſums of money, in the whole amounting to the ſaid ſum of eight hundred and fifty pounds; and that for the ſecuring the payment thereof, together with the ſaid ſum of one hundred and fifty pounds to be given and paid to the ſaid John as aforeſaid, making together the ſum of one thouſand pounds with intereſt for the ſame, at the time and in manner aforeſaid, he the ſaid C. F. ſince, &c. in further purſuance of the ſaid corrupt and unlawful agreement, then and there, to wit, on, &c. at, &c. made and ſealed, and as his act and deed delivered to the ſaid John, and the ſaid John accepted and received of and from the ſaid C. F. ſince, &c. the ſaid writing-obligatory in the ſaid declaration mentioned: And the ſaid C. C. further ſays, that the ſaid ſum of one hundred and fifty pounds and intereſt ſo as aforeſaid, agreed to be given and paid by the ſaid C. F. ſince, &c. to the ſaid John in manner and for the purpoſes aforeſaid, exceed the rate of five pounds for the forbearance of one hundred pounds for one year, againſt the form of the ſtatute, &c. by means whereof and by force of the ſaid ſtatute the ſaid writing-obligatory is wholly

wholly void in law; and this he the ſaid C. C. is ready to verify wherefore he prays judgment if he the ſaid C. C. as adminiſtrato. as aforeſaid, ought to be charged with the ſaid debt by virtue of the ſaid writing-obligatory, &c.

Replication that it was a corrupt agreement.

And the ſaid John, as to the ſaid plea of the ſaid C. C. adminiſtrator as aforeſaid, by him laſtly above pleaded in bar, ſays, that notwithſtanding any thing in that plea alledged, the ſaid C. C. as adminiſtrator as aforeſaid, ought to be charged with the ſaid debt by virtue of the ſaid writing-obligatory; becauſe proteſting that the ſaid plea, and the matters therein contained, are not ſufficient in law to bar the ſaid John from having his aforeſaid action maintained againſt the ſaid C. C. adminiſtrator as aforeſaid; and that he the ſaid John hath no occaſion, nor is bound by the law of the land, to make any anſwer to the ſame plea in manner and form above pleaded; nevertheleſs for replication in this behalf the ſaid John ſays, that it was not corruptly and againſt the form of the ſtatute in ſuch caſe made and provided agreed by and between the ſaid John and the ſaid C. F. ſince, &c. in manner and form as the ſaid C. hath above in his ſaid plea alledged; and this he the ſaid John prays, &c.; and, &c.

Plea (to debt on bond, at the ſuit of adminiſtratrix), that the bond was given to the plaintiff's teſtator for ſum of money lent by him, now in truſt for A. B.

SHAKSPEARE *at ſuit of* WICKSON AND WIFE, ADMINISTRATRIX, &c.

AND the ſaid J. by J. S. his attorney, comes and defends the wrong and injury, when, &c. and prays oyer of the ſaid writing-obligatory in the ſaid declaration, and it is granted; and he alſo prays oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, &c. [copy the condition, then ſay] which being read and heard, the ſaid J. ſays, that the ſaid W. and E. ought not to have or maintain their aforeſaid action againſt him; becauſe he ſays, that the ſaid writing-obligatory was given to the ſaid S. N. widow, deceaſed, in the ſaid declaration named, for ſecuring the payment of ninety-four pounds only, with intereſt, as expreſſed in the condition of the ſaid bond, and that there is due and owing for principal and intereſt a certain ſum, to wit, &c.: And the ſaid J. further ſaith, the ſaid principal ſum of ninety-four pounds was lent and advanced by one E. C. widow, deceaſed, in her lifetime, to the ſaid J. to wit, at, &c. and that the ſaid writing-obligatory in the ſaid declaration mentioned was given by the ſaid J. to the ſaid S. deceaſed, at the requeſt and by the direction of the ſaid E. C. in truſt for the ſaid E. C. and that all principal money and intereſt now due and owing from the ſaid J. upon or by virtue of the aforeſaid bond, and by the condition thereof, is now due and owing to the legal repreſentative of the ſaid E. C. which legal repreſentative is unknown to the ſaid J.: And the ſaid J. further ſaith, that the ſaid E. C. before the exhibiting of the bill of the ſaid W. and E. to wit, in the lifetime of the ſaid E. C. and at the time of her death, was indebted to the ſaid J. in a larger ſum of money, than the money

money due and owing from the ſaid J. for principal and intereſt upon the aforeſaid writing-obligatory, by the condition thereof, to wit, the ſum of, &c. of lawful money of Great Britain, for divers wares, goods, &c. by the ſaid J. ſold and delivered to the ſaid E. C. in her the ſaid E. C.'s lifetime, which ſaid ſum of money ſo due and owing to the ſaid J. from the ſaid E. C. exceeds the ſum now due and owing for principal and intereſt in the ſaid writing-obligatory; out of which ſaid ſum of money he is ready and willing and hereby offers to ſet off and allow to the ſaid W. and E. ſo much money as will be ſufficient to diſcharge all the money due and owing on the writing-obligatory aforeſaid, by virtue of the condition thereof, and all damages ſuſtained by occaſion of detaining the ſame; and this, &c.; wherefore, &c. if, &c.

FRANCIS CONST.

upon to plea, ſetting that money is not to the legal ſentatives B.; alſo ſetting that was not indebted to the defendant; for rification the plaintiffs ſay, the bond given for a from

WICKSON AND WIFE *againſt* SHAKSPEARE.

And the ſaid W. and E. *precludi non*; becauſe proteſting that the ſaid principal ſum of ninety-four pounds was not lent and advanced by the ſaid E. C. widow, deceaſed, in her lifetime, to the ſaid J. as in that ſaid plea of the ſaid J. is alledged and ſet forth; and proteſting alſo, that all principal money and intereſt now due and owing from the ſaid J. upon and by virtue of the aforeſaid bond by the condition, is not now due and owing to the legal repreſentative of the ſaid E. C. as in the ſaid plea of the ſaid J. is alledged and ſet forth; proteſting alſo that the ſaid E. C. before the exhibiting of the bill of the ſaid W. and E. to wit, in the lifetime of the ſaid E. C. and at the time of her death, was not indebted to the ſaid J. in a larger ſum of money than the money due and owing from the ſaid J. for principal and intereſt upon the aforeſaid writing-obligatory by the condition thereof, to wit, in the ſum of, &c. of lawful money of Great Britain, for divers goods, &c. by the ſaid J. ſold and delivered to the ſaid E. C. in her the ſaid E. C.'s lifetime, as in the ſaid plea of the ſaid J. is alledged and ſet forth: The ſaid W. and E. for replication in this behalf ſay, that the ſaid writing-obligatory brought here into court was made and given by the ſaid J. to the ſaid S. N. deceaſed, in her lifetime, to and for her own proper uſe and benefit, and as a ſecurity for the payment of the ſaid debt in the ſaid declaration mentioned, the ſaid debt being juſtly and truly due and owing from the ſaid J. to the ſaid S. N. in her lifetime, without this that the ſaid writing-obligatory in the ſaid declaration mentioned, was given by the ſaid J. to the ſaid S. deceaſed, at the requeſt and by the direction of the ſaid E. C. in manner and form as the ſaid J. hath in pleading above alledged; and this the ſaid W. and E. are ready to verify; wherefore they pray judgment of the ſaid ſum of money in the ſaid writing-obligatory mentioned aforeſaid, together with their damages by reaſon of the detaining thereof, to be adjudged to them.

ONERARI

(—— ONERARI NON); becauſe he ſaith, that he made and delivered the ſaid writing-obligatory to the ſaid plaintiff for ſecuring the payment of money upon a certain uſurious and unlawful contract, made after the twenty ninth day of September, A. D. 1714, to wit, on the firſt day of July, A. D. 1782, at, &c. in, &c. between the ſaid plaintiff and one R. C. whereby there was then and there reſerved to him the ſaid plaintiff for the forbearance of the ſaid money, above the rate and value of five pounds for the forbearance of one hundred pounds for a year, contrary to the form of the ſtatute in ſuch caſe made and provided; by means whereof, and by force of the ſaid ſtatute, the ſaid writing-obligatory now brought here into court as aforeſaid, was and is utterly void; and this, &c.; wherefore, &c. if, &c. [There was another plea, ſtating the contract to have been made between plaintiff and one A. A. inſtead of R. C.; and a further plea, alledging the contract to have been made by the plaintiff with the defendant.]

Plea (to debt on bond), that the ſame was given on an uſurious contract.

—— *precludi non*; becauſe he ſays, that the ſaid writing-obligatory in the ſaid declaration mentioned, was made and delivered by the ſaid defendant to the ſaid plaintiff upon a good conſideration and for a juſt and true debt, owing by the ſaid defendant to the ſaid plaintiff, to wit, at, &c. without this, that the ſaid writing-obligatory was made and delivered for the ſecuring the payment of money upon ſuch uſurious and unlawful contract as in that plea mentioned, in manner and form as the ſaid defendant hath in and by that plea above alledged; and this, &c.; wherefore, &c. and his debt, together with his damages, &c.

Replication, that a good conſideration was given, and traverſes the uſurious contract.

—— As before ſaith, that the ſaid writing-obligatory was made and delivered for ſecuring the payment of money upon ſuch uſurious and unlawful contract, as is mentioned in the ſaid plea of the ſaid defendant by him ſecondly above pleaded in bar, in manner and form as the ſaid defendant hath in and by his ſaid plea above alledged; and of this he the ſaid defendant puts himſelf upon the country; and the ſaid plaintiff doth the like.

Rejoinder, taking iſſue upon the traverſe.

Michaelmas Term, 14. Geo. III.

MEASE *at ſuit of* MEASE, EXECUTRIX. } AND the ſaid John, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and craves oyer of the ſaid ſuppoſed writing-obligatory, and it is read to him in theſe words, to wit, "Know all men, &c." [ſet out the bond verbatim]; he alſo craves oyer of the condition to the ſaid writing-obligatory, and it is read to him in theſe words, to wit, "The condition, &c. [ſet out the condition verbatim]; which being read and heard, the ſaid John ſaith *actio non*; becauſe he ſaith, that the ſaid ſuppoſed writing-obligatory is not his deed, in manner and form as the ſaid Elizabeth hath above complained againſt him; and

Plea (to debt on bond by executrix) *non eſt factum*.

[illegible] that the [illegible] was given [illegible] testator to indemnify him against a bond given jointly by [illegible] defendant [illegible] testator to [illegible] B. for a [illegible] from [illegible] to A. [illegible] which [illegible] damnified.

and of this he puts himself upon the country, &c.: And for further plea in this behalf the said John, by leave, &c. according, &c. says *actio non*; because he says, that the said supposed writing-obligatory was given by the said John to the said Matthew, in his lifetime, to wit, at, &c. to indemnify the said Matthew against a certain writing-obligatory of the said Matthew, commonly called a bond, by them the said John and Matthew duly made and sealed with their seals, and bearing date, &c.; whereby the said John and Matthew became held and firmly bound to one A. B. in the sum of, &c. to be paid to the said A. B. when they should be thereto afterwards requested, with a condition thereunder written, that if the said John and Matthew, or either of them, their or either of their heirs, executors, or administrators, did well and truly pay or cause to be paid unto the said A. B. his executors or assigns, the full sum of   pounds, with lawful interest for the same, of good and lawful money of Great Britain, on, &c. next after the date thereof, without fraud or further delay, then that obligation to be void, or else to remain in full force: And the said John further saith, that the said writing-obligatory last-mentioned was given to secure to   the payment of the debt before then justly due and owing from the said John to the said A. B. with lawful interest for the same, on the day in the condition of that writing-obligatory mentioned, and that the said Matthew only joined in the said bond as a security to the said   for the payment of the said debt so due and owing from the said John to the said   : And the said John further saith, that he the said John did, after the making of the said last-mentioned writing-obligatory, to wit, on the day in the said writing-obligatory mentioned, justly pay to the said   the said sum of   with lawful interest for the same, according to the tenor of the condition aforesaid, whereby the said last-mentioned obligation became void, to wit, at, &c.: And the said John further saith, that the said Matthew, in his lifetime, was not, nor hath the said Elizabeth since his death, been in anywise damnified by means of the said writing-obligatory, or of his the said Matthew's joining in or executing thereof; and this, &c.; wherefore, &c. if, &c.

J. MORGAN.

[illegible] declaration in debt [illegible] bond, by administrator [illegible] *de* [illegible] against [illegible] administrator of [illegible] that [illegible] judgments [illegible] a- [illegible] defendant [illegible] of [illegible] which is insufficient to pay the judgments.

AND the said Robert earl Ferrers, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and says *actio non*; because he says that the said Washington earl Ferrers, in his lifetime, to wit, on, &c. by his certain writing-obligatory, sealed with his seal, and by him then and there duly delivered, acknowledged himself to be held and firmly bound to J. B. in the sum of four hundred and twenty-four pounds of lawful, &c. to be paid to the said J. B. when he the said W. earl F. should be thereunto afterwards requested, which said last-mentioned writing-obligatory, at the time of the death of the said W. earl F. remained in

full

full force and effect, and in nowiſe annulled, diſcharged, paid off, or ſatisfied; and the ſaid W. earl F. alſo, in his lifetime, afterwards, to wit, on, &c. at, &c. by his certain writing-obligatory, ſealed with his ſeal, and by him then and there duly delivered, acknowledged himſelf be held and firmly bound to the ſaid J. B. in the further ſum of four hundred pounds of good and lawful money of Great Britain, to be paid to the ſaid J. B. when he the ſaid W. earl F. ſhould be thereto afterwards requeſted, which ſaid laſt-mentioned writing-obligatory, at the time of the death of the ſaid W. earl F. remained in full force and effect, and in nowiſe annulled, diſcharged, paid off, or ſatisfied, and the ſaid two laſt-mentioned writings-obligatory remaining in full force, the ſaid J. B. for the recovery of the ſaid ſeveral debts after the death of the ſaid W. earl of F. and after the granting of the ſaid adminiſtration, to wit, in Michaelmas term, in the twenty-firſt year of the reign of our lord the now king, in his ſaid majeſty's court, before the king himſelf, impleaded the ſaid Robert earl Ferrers, as the adminiſtrator, with the will annexed, of all the goods and chattels, rights and credits, which were of the ſaid W. earl F. at the time of his death, in a certain plea of debt for the ſaid ſums of four hundred pounds and four hundred and twenty-four pounds, making together the ſum of eight hundred and twenty-four pounds upon the ſaid two ſeveral laſt-mentioned writings-obligatory, and ſuch proceedings were thereupon had in the ſame court that the ſaid J. B. afterwards, to wit, in the ſame Michaelmas term, in the twenty-firſt year aforeſaid, by the judgment of the ſame court recovered againſt the ſaid R. earl F. as adminiſtrator with the will annexed as aforeſaid, as well the ſaid ſeveral debts of four hundred pounds and four hundred and twenty-four pounds, amounting together to the ſum of eight hundred and twenty-four pounds, and alſo the further ſum of ſixty-three ſhillings for the damages which he had ſuſtained, as well by occaſion of the detention of that debt, as for his coſts and charges by him about his ſuit in that behalf expended, to the ſaid J. B. by the court there adjudged to be levied of the goods and chattels which were of the ſaid W. earl F. at the time of his death, and which were in the hands of the ſaid W. earl F. to be adminiſtered, if he had ſo much in his hands to be adminiſtered; and if he had not, then the ſame damages to be levied of the proper goods and chattels of the ſaid R. earl F. whereof the ſaid defendant was convicted, as by the record and proceedings thereof remaining in his ſaid majeſty's court, before the king himſelf at Weſtminſter, more fully appears; which ſaid judgment ſtill remains in full force and unſatisfied: And the ſaid Robert, earl F. ſaith, that he hath fully adminiſtered all the goods and chattels which were of the ſaid W. earl F. at the time of his death, which hath come to his hands to be adminiſtered, and that he hath not, nor on the day of exhibiting the bill of the ſaid plaintiff, or ever afterwards, had any goods and chattels belonging to the ſaid W. earl F. at the time of his death to be adminiſtered, except goods and chattels to the amount of ſeventy pounds, which are not ſuf-

ficient to satisfy the said judgment in form aforesaid given, which are bound and charged to the satisfaction thereof; and this, &c.; wherefore, &c.

Replication, that defendant had sufficient to pay plaintiff's debt and the judgment.

And the said plaintiff says *(precludi non)*; because he says, that the said R. earl F. at the time of exhibiting the bill of the said plaintiff, had goods and chattels which were of the said W. earl F. at the time of his death, and which have come to the hands of the said R. earl F. to be administered, sufficient to satisfy the said plaintiff his said debt and damages, besides what are sufficient to satisfy the said judgment in form aforesaid given against the said R. earl F.; and this he prays may be enquired of by the country, &c.

Drawn by MR. CROMPTON.

Easter Term, 23. Geo. III.

Plea to debt on judgment on a recognizance; 1st, *nul tiel record*; 2d, that no writ of *capias satisfaciendum* was sued out upon the judgment.

FELTHAM, *at suit of*, &c. } ——— ACTIO NON; because he
MARTIN, AND OTHERS. } saith, that there is no such record of the judgment in the said declaration mentioned remaining in the said court of our said lord the king, before the king himself here, as the said James Martin, Richard, and John have above in that behalf alledged; and this, &c.; whereof, &c. if, &c.: And for a further plea on this behalf, &c. *actio non*; because he saith that there is no such record of the recognizance in the said declaration mentioned remaining in the said court of our said lord the king, before the king himself, as the said James, Richard, and John, have above in that behalf alledged; and this, &c. wherefore, &c. if, &c.: And for a further plea, &c. *actio non*; because he saith, that after the recovery of the judgment aforesaid, and before the exhibiting of the bill of the said James Martin, Richard, and John, against him the said William, there was not any writ of *capias ad satisfaciendum* sued out of the court of our said lord the king, before the king himself here, by the said James Martin, Richard, and John, against the said Sir Francis Vincent upon the said judgment, and duly returned and filed of record of the said court as there ought to have been by law, and according to the ancient and immemorial usage and custom of the said court, before the exhibiting of any bill by them the said James Martin, Richard, and John, against him the said William, in any action of debt upon the said recognizance; and this, &c.; wherefore, &c. if, &c.: And for a further plea, &c. *actio non*; because he saith, that after the aforesaid recovery, and before the suing out of any writ of *capias ad satisfaciendum* therefore by the said James Martin, Richard, and John, against the said Sir Francis Vincent, to wit, on the eleventh day of January, in the year last aforesaid, he the said Sir Francis Vincent did, to wit, at Westminster aforesaid; and this, &c.; wherefore, &c. if, &c.: And for a further plea, &c. *actio non*; because he saith, that he the said William heretofore, to wit, on the first day of February, in the year of Our Lord 1783, to wit, at Westminster aforesaid, became and

and was a bankrupt within the true intent and meaning of the ſeveral ſtatutes made and then in force concerning bankrupts, and, that the cauſe of action aforeſaid did accrue to the ſaid James Martin, Richard, and John, before ſuch time as he the ſaid William ſo became a bankrupt, to wit, at Weſtminſter aforeſaid; and of this he the ſaid William puts himſelf upon the country, &c.

C. RUNNINGTON.

Replication.

And the ſaid James Martin, Richard, and John, as to the ſaid plea of the ſaid William by him firſt above pleaded in bar, ſay, that they, by reaſon of any thing therein alledged, ought not to be barred from having and maintaining their aforeſaid action againſt him the ſaid William; becauſe they ſay, that there is ſuch a record of the judgment in the ſaid declaration mentioned remaining in the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, in the ſaid county of Middleſex, as they the ſaid James Martin, Richard, and John, have above in that behalf alledged; and this they are ready to verify by the ſaid record, when, where, and in what manner the ſaid court here ſhall order, &c.: And as to the ſaid plea of the ſaid William by him ſecondly above pleaded in bar, they the ſaid James Martin, Richard, and John, ſay, that they, by reaſon of any thing therein alledged, ought not to be barred from having and maintaining their aforeſaid action againſt him the ſaid William; becauſe they ſay, that there is ſuch record of the recognizance in the ſaid declaration mentioned, remaining in the ſaid court of our ſaid lord the king, before the king himſelf here, to wit, at Weſtminſter aforeſaid, in the ſaid county of Middleſex, as they the ſaid James Martin, Richard, and John, have above in that behalf alledged; and this they are ready to verify by the ſaid record, when, where, and in what manner the court here ſhall order, &c.: And as to the ſaid plea of the ſaid William by him thirdly above pleaded in bar, they the ſaid James Martin, Richard, and John, ſay, that they by reaſon of any thing therein alledged, they ought not to be barred from having and maintaining their action againſt him the ſaid William; becauſe they ſay, that the ſaid ſeveral promiſes and undertakings mentioned in the ſaid declaration wherein the judgment was recovered, wherein the ſaid declaration alledged to have been made and to be made in the county of Middleſex, and that after the recovery of the judgment aforeſaid, and before the exhibiting of the bill of the ſaid James Martin, Richard, and John, againſt the ſaid William, to wit, on the ſixth day of November, in the twenty-third year of the reign of our ſaid lord the now king, they the ſaid James Martin, Richard, and John ſued and proſecuted out of the ſaid court of our ſaid lord the king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter aforeſaid, in the ſaid county of Middleſex), a certain writ of our ſaid lord the king called a *capias ad ſatisfaciendum* of and upon the ſaid judgment, directed to the then ſheriff of Middleſex, by which ſaid writ our ſaid lord the king com-

commanded the ſaid ſheriff that he ſhould take the ſaid Sir Francis Vincent, againſt whom ſuch judgment was recovered as aforeſaid, if he ſhould be found in his bailiwick, and him ſafely keep, ſo that he had his body before our ſaid lord the king in fifteen days of St. Martin, wheresoever our ſaid lord the king ſhould then be in England, to ſatisfy the ſaid Martin, Richard, and John, the ſurviving partners in trade with the ſaid Ebenezer Blackwell, eſquire, deceaſed as aforeſaid, two hundred and ſeventy-eight pounds for their damages aforeſaid, in form aforeſaid recovered, and that the ſaid ſheriff ſhould have there that writ, which ſaid writ afterwards, and before the return thereof, to wit, on the eighteenth day of November, in the ſaid year of Our Lord 1782, at Weſtminſter aforeſaid, was delivered to Robert Taylor, eſquire, and Benjamin Cob, eſquire, who then and from thenceforth until and at and after the return of the ſaid writ, were ſheriff of the ſaid county of Middleſex, to be executed in due form of law, at which day, that is to ſay, in the ſaid fifteen days of St. Martin, in the ſaid writ mentioned, before our ſaid lord the king at Weſtminſter, came the ſaid James Martin, Richard, and John, in their own proper perſons, and the aforeſaid ſheriff of Middleſex, to wit, the ſaid Robert Taylor, eſquire, and Benjamin Cob, eſquire, then and there returned on the ſaid writ to our ſaid lord the king, that the ſaid Sir Francis Vincent in the ſaid writ named, was not found in his bailiwick, as by the ſaid writ and the return thereof, which were afterwards and before the exhibiting of the bill of the ſaid James Martin, Richard, and John, againſt the ſaid William, duly filed in the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, and now there remaining, more fully appears; and this they the ſaid James Martin, John, and Richard, are ready to verify; whereof they pray judgment and their debt aforeſaid, together with their damages by them ſuſtained on occaſion of the detention thereof to be adjudged to them, &c.: And as to the ſaid plea of the ſaid William by him fourthly above pleaded in bar, they the ſaid James Martin, Richard, and John, ſay, that they, by reaſon of any thing therein alledged, ought not to be barred from having and maintaining their aforeſaid action againſt him the ſaid William; becauſe they ſay, that the ſeveral promiſes and undertakings mentioned in the ſaid declaration, whereon the judgment aforeſaid was recovered, wherein the ſaid declaration alledged to have been, and to be made in the county of Middleſex, and that after the recovery of the judgment aforeſaid, and before the exhibiting of the bill of them the ſaid James Martin, Richard, and John, againſt the ſaid William, to wit, on the ſixth day of November, in the twenty-third year of, &c. that the ſaid James Martin, Richard, and John, ſued and proſecuted out of the ſaid court of our ſaid lord the king, before the king himſelf (the ſaid court then and ſtill being held at Weſtminſter, in the county of Middleſex) a certain writ of our ſaid lord the king called a *capias ad ſatisfaciendum* of and upon the ſaid judgment, directed to the then ſheriff of Middleſex, by which ſaid

writ

writ our ſaid lord the king commanded the ſaid ſheriff that he ſhould take the ſaid Sir Francis Vincent, againſt whom ſuch judgment was ſo recovered as aforeſaid, if he ſhould be found in his bailiwick, and him ſafely keep, ſo that he had his body before our ſaid lord the king in fifteen days of Saint Martin, wherefoever our ſaid lord ſhould then be in England, to ſatisfy the ſaid James Martin, Richard, and John (ſurviving partners in trade, of the ſaid Ebenezer Blackwell, deceaſed as aforeſaid) the ſaid twenty-ſeven pounds eight ſhillings for their damages aforeſaid, in form aforeſaid, and that the ſaid ſheriff ſhould have there that writ, which ſaid writ afterwards, and before the return thereof, to wit, on the ſaid ſixteenth day of November 1782 aforeſaid, at Weſtminſter aforeſaid, was delivered to Robert Taylor, eſquire, and Benjamin Cob, eſquire, who then, and from thenceforth until, and at and after the return of the ſaid writ, was ſheriff of the ſaid county of Middleſex, to be executed in due form of law; at which day, that is to ſay, in the ſaid fifteen days of St. Martin, in the ſaid writ mentioned, before our lord the king at Weſtminſter, came the ſaid James Martin, Richard, and John, in their own proper perſon, and the aforeſaid ſheriffs of Middleſex, to wit, the ſaid Robert Taylor, eſquire, and Benjamin Cob, eſquire, then and there returned on the ſaid writ to our ſaid lord the king, that the ſaid Sir Francis Vincent in the ſaid writ named was not found in his bailiwick, as by the ſaid writ, and the return thereof duly filed in the ſaid court of our ſaid lord the king, before the king himſelf, at Weſtminſter aforeſaid, and now there remaining, more fully appears: And the ſaid James Martin, Richard, and John, in fact further ſay, that the ſaid Sir Francis Vincent at the time of ſuing out, returning, and filing of the ſaid writ *ad ſatisfaciendum* againſt Sir Francis Vincent in manner aforeſaid, was and ſtill is living, and in full life, to wit, at Weſtminſter aforeſaid; and this they the ſaid James Martin, Richard, and John are ready to verify, whereof they pray judgment and their debt aforeſaid, together with their damages by them ſuſtained on occaſion of the detention thereof, to be adjudged to them, &c.

V. LAWES.

And the ſaid William, as to the ſaid plea of the ſaid James Martin, Richard, and John, by them above pleaded by way of reply to the ſaid plea by the ſaid William by them thirdly above pleaded in bar, ſays, that they the ſaid James Martin, Richard, and John, by reaſon of any thing in their ſaid plea ſo pleaded by way of reply above alledged, ought not to have or maintain their aforeſaid action againſt him the ſaid William; becauſe he ſaith, that there is no ſuch record of the ſaid writ of *capias ad ſatisfaciendum* returned and filed of record in the ſaid court of our ſaid lord the king, before the king himſelf at Weſtminſter aforeſaid, as they the ſaid James Martin, Richard, and John, have above in their ſaid plea ſo pleaded by way of reply in that behalf alledged; and of this he the ſaid William puts himſelf upon the country:

And as to the ſaid plea of the ſaid James Martin, Richard, and John, by them above pleaded by way of reply to the ſaid plea of the ſaid William by him fourthly above pleaded, the ſaid William ſays, that they the ſaid James Martin, Richard, and John, by reaſon of any thing in their laſt-mentioned plea ſo pleaded by way of reply alledged, ought not to have or maintain their aforeſaid action againſt him the ſaid William; becauſe he ſaith, that by the courſe and practice of the court of our ſaid lord the now king, before the king himſelf, all judicial writs iſſuing out of the ſaid court in any term are teſted as of the firſt day of that term, and that accordingly the ſaid writ of *capias ad ſatisfaciendum* in the ſaid laſt-mentioned plea ſo pleaded by way of reply alledged to have been ſued and proſecuted out of the ſaid court of our ſaid lord the king, before the king himſelf, although the ſame was teſted and *primâ facie* appears to have been ſued and proſecuted out of the ſame court on the ſixth day of November, being the firſt day of Michaelmas term in the twenty-third year aforeſaid, was really and *bona fide* ſued and proſecuted out of the ſame court, on the twenty-fourth day of November, in the twenty-third year aforeſaid, and not before, and that at the time when the ſaid writ of *capias ad ſatisfaciendum* was ſo ſued and proſecuted out of the ſaid court of our ſaid lord the king, before the king himſelf in manner aforeſaid, the ſaid Sir Francis Vincent was dead, to wit, at Weſtminſter aforeſaid; and of this he the ſaid William puts himſelf upon the country, &c. C. RUNNINGTON.

Demurrer, with

And the ſaid James Martin, Richard, and John, as to the ſaid plea of the ſaid William by him above pleaded by way of rejoinder to the ſaid plea of the ſaid James Martin, Richard, and John, by them above pleaded, by way of reply to the ſaid plea of the ſaid William by him thirdly above pleaded in bar, ſay, that the ſaid plea of the ſaid William ſo by him pleaded by way of rejoinder, and the matters therein contained in manner and form as the ſame are above pleaded and ſet forth, are not ſufficient in law to bar them the ſaid James Martin, Richard, and John, from having and maintaining their aforeſaid action againſt them, nor are they under any neceſſity, or in any wiſe bound by the law of the land to anſwer thereto; and this they are ready to verify; wherefore and for want of ſufficient rejoinder in this behalf, they the ſaid James Martin, Richard, and John, pray judgment and their damages by them ſuſtained, on occaſion of the detention thereof, to be adjudged, together, &c.: And for cauſes of demurrer in law, according to the form of the ſtatute in ſuch caſe made and provided, they the ſaid James Martin, Richard, and James, aſſign and ſhew to the court here as follows, to wit, for that the ſaid William hath not in or by the ſaid rejoinder confeſſed, traverſed, or denied the ſaid replication of the ſaid James Martin, Richard, and John, to which the ſaid rejoinder is pleaded, but hath offered an iſſue upon a collateral and foreign point, and for that the ſaid William hath, in and by his rejoinder, only traverſed and denied the

the evidence of the fact diſcloſed and ſet forth in the replication to which ſuch rejoinder is pleaded, and not the fact itſelf; and for that the ſaid rejoinder is concluded to the country, whereas inaſmuch as the point in iſſue can only be tried by the record of the writ mentioned in the replication to which ſuch rejoinder is pleaded, or by the writ itſelf, ſo ſuch rejoinder ſhould have concluded with a verification and to the court, or the ſame ſhould have merely negatived the fact ſet forth in the ſaid rejoinder; and for that the ſaid rejoinder is in various other reſpects uncertain, inſufficient, and informal, &c.: And as to the ſaid plea of the ſaid William by him above pleaded, by way of rejoinder to the ſaid plea of the ſaid James Martin, Richard, and John, by them above pleaded, by way of reply to the ſaid plea of the ſaid William by him fourthly above pleaded in bar, they the ſaid James, Richard, and John (demurrer as above with cauſes), for that the ſaid William has, in and by his ſaid rejoinder, attempted to put in iſſue matter that with reſpect to him is altogether immaterial and unifſuable; and for that he hath concluded the ſaid rejoinder to the country, when he ſhould have concluded it with a verification and to the court; and for that the ſaid rejoinder is in various other reſpects uncertain, inſufficient, and informal.

S. SHEPHERD.

Trinity Term, 25. Geo. III.

HORNSBY *at the ſuit of* BREADFOOT. } AND the ſaid J. H. by A. B. his attorney, comes and defends the wrong and injury, when, &c. ſays, *actio non*; becauſe he ſays, that there is no ſuch record of the judgment aforeſaid remaining in the ſaid court of our ſaid lord the king, before the king himſelf, as the ſaid J. B. hath above in that behalf alledged; and this, &c.; wherefore, &c. if, &c. Plea of *nul tiel record.*

And the ſaid J. B. ſaith, that he, by reaſon of any thing by the ſaid J. H. in his ſaid plea above alledged, ought not to be barred from having his aforeſaid action thereof maintained; becauſe he ſaith, that there is ſuch a record of the judgment aforeſaid remaining in the ſaid court of our ſaid lord the king, before the king himſelf, as the ſaid J. B. hath above in that behalf alledged; and this he the ſaid J. B. is ready to verify by the ſaid record, when, where, and in ſuch manner as the court here ſhall order, direct, and appoint; therefore it is commanded to the ſaid J. B. that he have the ſaid record before our lord the king at Weſtminſter, on, &c. next after, &c. and that he fail not at his peril; therefore the ſame day is given to the ſaid J. B. at the ſame place. Replication, the laſt plea there is no record of judgment.

Hilary Term, 26. Geo. III.

CHALMERS *at the ſuit of* JAMES AND ANOTHER.

AND the ſaid Richard, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, that the ſaid Joſeph and Thomas, *actio non*; becauſe he ſaith, after the aforeſaid recovery, and before the ſuing out any writ of *capias ad ſatisfaciendum* thereupon by the ſaid Thomas and Joſeph againſt the ſaid W. G. to wit, on. &c. the ſaid W. G. died, to wit, at, &c.; and this he the ſaid Richard is ready to verify; wherefore he prays judgment if the ſaid Joſeph and Thomas ought to have their aforeſaid action thereof maintained againſt him, &c.

Plea, (to debt on recognizance) that before the ſuing out of any *capias ad ſatisfaciendum* principal died.

And the ſaid Joſeph and Thomas, as to the ſaid plea of the ſaid Richard by him above pleaded in bar, ſay, that by reaſon of any thing by the ſaid Richard in that plea above alledged, they ought not to be barred from having their aforeſaid action thereof maintained againſt him; becauſe they ſay, that after the aforeſaid recovery, and before the ſuing out of any writ of *capias ad ſatisfaciendum* thereupon by the ſaid Joſeph and Thomas againſt the ſaid W. G. he the ſaid W. G. did not die in manner and form as the ſaid Richard hath above in pleading alledged; and this the ſaid Joſeph and Thomas pray may be enquired of by the country.

Replication, that principal did not die before the ſuing out of *capias ad ſatisfaciendum*.

The plaintiff added a ſimiliter for the defendant, and awarded a venire, which the defendant ſtruck out on returning the paper book, and put in the following demurrer:

And the ſaid Richard ſaith, that the ſaid plea of the ſaid Joſeph and Thomas by them above pleaded by way of reply, and the matters therein contained in manner and form as the ſame are above ſet forth and pleaded, are not ſufficient in law for the ſaid Joſeph and Thomas to have their aforeſaid action thereof maintained againſt him; to which ſaid plea ſo pleaded by way of reply, and the matters therein contained in manner and form as the ſame is above pleaded and ſet forth, he the ſaid Richard is not under any neceſſity, nor in anywiſe bound by the law of the land to anſwer; and this, &c.; wherefore for want of a ſufficient replication in this behalf he prays judgment, and that the ſaid Joſeph and Thomas may be barred from having their aforeſaid action thereof maintained againſt him; and for cauſes of demurrer in law, according to the form of the ſtatute in ſuch caſe made and provided, he the ſaid Richard ſets down and ſhews to the court here the cauſes following, that is to ſay, for that the ſaid Joſeph and Thomas have not, in or by their replication aforeſaid ſet forth, nor doth it appear thereby that they ſued out any writ of *capias ad ſatisfaciendum* upon the ſaid judgment againſt the ſaid W. G. or that any ſuch writ of *capias ad ſatisfaciendum* was duly returned before the exhibiting of the bill of the ſaid Joſeph and Thomas againſt the ſaid Richard, or that the ſaid W. G. was alive at the time of the

Demurrer to the laſt replication, with cauſes.

return

return thereof; and alſo for that the ſaid replication is in other reſpects uncertain, inſufficient, and informal, &c.

Hilary Term, 13. Geo. III.

MAYDRELL AND ANOTHER *at the ſuit of* LUDLAM AND ANOTHER.

AND the ſaid S. M. and T. E. by A. B. their attorney, come and defend the wrong and injury, when, &c. and ſay, that the ſaid plaintiffs *actio non*; becauſe they ſay, that there is not any ſuch record of the recognizance in the declaration aforeſaid mentioned now remaining in the ſaid court of our ſaid lord the king, before the king himſelf at Weſtminſter aforeſaid, as the ſaid plaintiffs have above in their declaration aforeſaid in that behalf alledged; and this they the ſaid defendants are ready to verify, wherefore they pray judgment, and that the ſaid plaintiffs may be barred from having their aforeſaid action thereof maintained againſt them the ſaid defendants, &c.: And for further plea in this behalf, the ſaid defendants, by leave of, &c. according, &c. ſay, *actio non*; becauſe they ſay, that the ſaid J. M. in the declaration aforeſaid mentioned, after the recovery of the aforeſaid judgment in the declaration aforeſaid mentioned againſt the ſaid J. M. and before the ſaid affirmance of the ſaid judgment, and after the fourteenth day of, &c. and before the day of exhibiting the bill of the ſaid plaintiffs againſt them the ſaid defendants in this behalf, to wit, on, &c. he the ſaid J. M. became a bankrupt within the true intent and meaning of the ſeveral ſtatutes made and then and now in force concerning bankrupts, to wit, at, &c.; and this, &c.; wherefore, &c.; and that the ſaid plaintiffs may be barred from having and maintaining their aforeſaid action thereof againſt the ſaid defendants, &c.: And for further plea in this behalf, the ſaid defendants, by like leave of, &c. according, &c. ſay, *actio non*; becauſe they ſay, that the ſaid J. M. in the declaration aforeſaid mentioned, after the recovery of the ſaid judgment in the ſaid declaration mentioned, and before the ſaid affirmance of the ſaid judgment, and after the fourteenth day of, &c. mentioned in a certain act made at Weſtminſter, in the county of Middleſex, in the fifth year of the reign of, &c. intitled, "An Act to prevent the committing of Frauds by Bankrupts," and before the day of exhibiting the bill of the ſaid plaintiffs againſt them the ſaid defendants in this behalf, to wit, on, &c. he the ſaid J. M. became a bankrupt within the true intent, &c.; and that the ſaid J. M. ſo becoming a bankrupt as aforeſaid, did afterwards and before the affirmance of the ſaid judgment, and before the day of exhibiting, &c. againſt them the ſaid defendants in this behalf, to wit, on, &c. duly obtain his certificate, and the ſame was afterwards and before the affirmance of the judgment aforeſaid, and before the day of exhibiting, &c. againſt them the ſaid defendants in this behalf, to wit, on, &c. duly allowed and confirmed, as in and by the ſaid act

Plea to an action of debt on recognizance of error; 1ſt, *nul tiel record* of the recognizance; 2d, bankruptcy of principal after judgment before the affirmance; 3d, bankruptcy and certificate obtained and allowed before affirmance.

of parliament above particularly mentioned is in ſuch caſes directed, according to the tenor, true intent and meaning of the ſaid act of parliament, to wit, at, &c.; and this, &c.; wherefore, &c. and that the ſaid plaintiffs may be barred from having and maintaining their ſaid action againſt them the ſaid defendants, &c. (Add a plea ſame as the two laſt, only inſtead of *before* the affirmance, ſay *after*.)

J. MORGAN.

Plea, that plaintiff ſued out an elegit on the judgment which was executed, and plaintiff had delivered to him all defendant's goods, and half his lands.

AND the ſaid defendant, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, *actio non*; becauſe he ſaith, that after the rendition of the judgment aforeſaid, and before the day of exhibiting the bill of the ſaid Thomas in this behalf, to wit, in Eaſter term, in the twenty-ninth year of the reign of our lord the now king, came into the court of our lord the king, before the king himſelf, (the ſaid court then and ſtill being held at Weſtminſter, in the ſaid county of Middleſex, and according to the form of the ſtatute in ſuch caſe made and provided, choſe to be delivered to him all the goods and chattels which were of the ſaid William, except the oxen and beaſts of his plough, and alſo a moiety of all the lands and tenements of which the ſaid William, at the time of rendering ſuch judgment, or at time afterwards, was ſeiſed to have and to hold the ſaid goods and chattels as his own proper goods and chattels, and alſo to hold the ſaid moiety of the lands and tenements aforeſaid as his freehold, to him and his aſſigns by a reaſonable price and extent, until the ſaid Thomas ſhould have levied the debt and damages aforeſaid, recovered according to the form of the aforeſaid ſtatute; whereupon by a certain writ of our lord the king of *elegit*, it was then and there commanded to the ſheriff of Middleſex that he ſhould cauſe to be delivered to the ſaid Thomas all the goods and chattels which were of the ſaid Thomas in his bailiwick (except the oxen and beaſts of the plough), and alſo a moiety of all the lands and tenements in his bailiwick, of which the ſaid William, at the time of the rendition of the ſaid judgment, or at any time afterwards, was ſeiſed by a reaſonable price and extent, to have and to hold the ſaid goods and chattels as his own proper goods and chattels, and alſo to hold a moiety of the ſaid lands and tenements, as his freehold, to him and his aſſigns, until the ſaid Thomas ſhould have levied his debt and damages, and in what manner the ſaid ſheriff ſhould execute that writ, he the ſaid ſheriff ſhould make appear to our ſaid lord the king at Weſtminſter, on Friday next after the morrow of the Holy Trinity, under his ſeal and the ſeals of thoſe by whom he ſhould make ſuch extent and appraiſement, and that the ſaid ſheriffs ſhould have there the names of thoſe by whoſe oaths he ſhould make the ſaid extent and appraiſement, and that writ, which ſaid writ the ſaid Thomas afterwards, and before the return thereof, to wit, on, &c. at, &c. delivered to W. C. eſquire,

eſquire, and Sir B. H. knight, then ſheriff of the county of Middleſex, to be executed in due form of law; by virtue of which ſaid writ of *elegit* afterwards, by a certain inquiſition taken at Weſtminſter aforeſaid, in the ſaid county of Middleſex, on, &c. in the twenty-ninth year aforeſaid, before the ſaid W. C. and Sir B. H. being ſuch ſheriff as aforeſaid, by the oaths of twelve good and lawful men of his bailiwick, it was found that the ſaid William, on the day of taking the ſaid inquiſition, was poſſeſſed of divers goods and chattels mentioned in the ſaid inquiſition of the value of twenty pounds of lawful money of Great Britain, and that the ſaid William, on the day of the taking of the ſaid inquiſition, was ſeiſed in his demeſne as of fee of and in ſix meſſuages, and divers, to wit, two hundred and thirty acres of land, likewiſe mentioned in the ſaid inquiſition; and thereupon the ſheriff delivered the ſaid goods and chattels in the ſaid inquiſition mentioned, and likewiſe a moiety of the ſaid lands and tenements in the ſaid inquiſition alſo mentioned, on the ſaid day of taking the ſaid inquiſition alſo mentioned to the ſaid Thomas, by a reaſonable price and extent, to have and to hold the ſaid goods and chattels to the ſaid Thomas as his own proper goods and chattels, and alſo to hold the moiety of the ſaid lands and tenements, as his freehold, to him and his aſſigns, until the ſaid Thomas ſhould have fully levied the debt and damages aforeſaid, according to the exigency of the ſaid writ, as by the ſaid writ of *elegit*, and the inquiſition taken thereupon as aforeſaid remaining in the ſaid court of our ſaid lord the king, before the king himſelf at Weſtminſter aforeſaid, more fully appears; and this, &c.; wherefore, &c.

S. LAWRENCE.

Replication, *tiel inquiſition* elegit and inquiſition.

And the ſaid Thomas ſaith, that by reaſon of, &c. *precludi non*; becauſe he ſays, that there is not any record of the ſaid writ of *elegit*, or the inquiſition thereon taken, remaining in the ſaid court of our ſaid lord the king, before the king himſelf, as the ſaid William hath in his ſaid plea above alledged; and this, &c.; wherefore, &c.

Drawn by MR. GRAHAM.

Plea, that plaintiff covered judgment againſt the inteſtate one J. M.

AND the ſaid John, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays, *actio non*; becauſe proteſting that the ſaid declaration, and the matters therein contained, are inſufficient in law for the ſaid plaintiffs to have or maintain their aforeſaid action thereof againſt him; for plea nevertheleſs in this behalf the ſaid John ſays, that true it is that the ſaid plaintiffs did recover againſt the ſaid Richard, deceaſed, in his lifetime, jointly

ſays, that the inteſtate died, and J. M. ſurvived him, and is now alive. (2d pleaſpecial, *plene adminiſtravit* viz. that he paid five pounds for the burial, four pounds for the letters of adminiſtration, twenty-ſeven pounds rent in arrear, and that he hath no goods in his hands beſides goods to the value of the money paid.

with the ſaid J. M. the ſaid ſum of three hundred and ſixty pounds debt, and ſixty-three ſhillings for their damages by them ſuſtained as well by reaſon of the detention as for their coſts and charges by them about their ſuit in that behalf expended, in manner and form as the ſaid plaintiffs have in their ſaid declaration alledged; but the ſaid John further ſays, that after the rendition of the judgment aforeſaid, in form aforeſaid, and before the commencement of this ſuit, to wit, on, &c. at, &c. the ſaid Richard died, and the ſaid J. M. then and there ſurvived him, and is now in full life, to wit, at Weſtminſter aforeſaid, in the ſaid county; and this, &c.; wherefore, &c.: And for further plea in this behalf, by leave of, &c. *actio non*; becauſe he ſays, that he the ſaid John, after the death of the ſaid Richard, and before the commencement of this ſuit, to wit, on, &c. adminiſtered out of the goods and chattels which were of the ſaid Richard at the time of his death, the ſum of five pounds of, &c. as and for the reaſonable charge of the funeral of the ſaid Richard: And the ſaid John further ſays, that afterwards, and after the death of the ſaid Richard, who died inteſtate as aforeſaid, and before the commencement of this ſuit, to wit, on, &c. at, &c. adminiſtration of all and ſingular the goods and chattels, rights and credits which were of the ſaid Richard, deceaſed, at the time of his death, who died inteſtate, was granted to the ſaid John, by John, by Divine Providence, archbiſhop of Canterbury, primate of all England, and metropolitan, to whom the granting of adminiſtration in that behalf of right belonged; and that the ſaid John afterwards, and before the commencement of this ſuit, to wit, on, &c. expended and adminiſtered out of the goods and chattels which were of the ſaid Richard at the time of his death, the ſum of four pounds of, &c. as and for the reaſonable coſts and expences of obtaining the ſaid adminiſtration: And the ſaid John further ſays, that before the commencement of this ſuit, to wit, on, &c. at, &c. one T. P. was ſeiſed in his demeſne as of fee of and in a certain meſſuage or dwelling-houſe, with the appurtenances, ſituate, lying, and being in High Holborn, in the pariſh of, &c. in the ſaid county of Middleſex, and being ſo ſeiſed thereof, he the ſaid T. P. afterwards, to wit, on, &c. at, &c. demiſed the ſaid meſſuage or dwelling-houſe, with the appurtenances, to the ſaid Richard, deceaſed, in his lifetime, to have and to hold the ſame from thence next enſuing, for and during, and unto the full end and term of one whole year from thence next enſuing, and fully to be complete and ended, and ſo on from year to year for ſo long a time as the ſaid Thomas and Richard deceaſed in his lifetime ſhould pleaſe, yielding and paying therefore yearly and every year for ſo long a time as the ſaid Richard ſhould hold and enjoy the aforeſaid premiſes, with the appurtenances, unto the ſaid Thomas, the yearly rent or ſum of fifty-five pounds of, &c. payable quarterly, that is to ſay, on, &c. in each and every year, by even and equal portions, by virtue whereof he the ſaid Richard entered into the ſaid demiſed premiſes, with the appurtenances, and became and was poſſeſſed thereof until and at the time of his death; and that at the time of the death of the ſaid Richard,

Richard, there was due and owing from the ſaid Richard to the ſaid Thomas the ſum of twenty-ſeven pounds ten ſhillings of, &c. for the half of a year's rent ending at and upon the twenty-ninth day of, &c. now laſt paſt, and that the ſaid John, after the death of the ſaid Richard, and before the commencement of this ſuit, to wit, on, &c. at, &c. out of the goods and chattels which were of the ſaid Richard at the time of his death, and which ſaid goods and chattels continually from the death of the ſaid Richard had been and were then and there in and upon the ſaid demiſed premiſes, and liable to be ſeized and diſtrained by the ſaid Thomas for the aforeſaid rent ſo due and in arrear as aforeſaid, paid and adminiſtered to the ſaid T. P. as aforeſaid the ſum of twenty ſeven pounds ten ſhillings, being the amount of the aforeſaid rent: And the ſaid John further ſaith, that he, from the time of the death of the ſaid Richard, hitherto hath not had, nor hath he now any goods and chattels which were of the ſaid Richard at the time of his death in his hands to be adminiſtered, beſides goods and chattels to the value of the ſeveral ſums of money by him paid and adminiſtered as aforeſaid; and this, &c.; wherefore, &c.

Drawn by MR. GRAHAM.

BRYAN *againſt* THORN. } AND the ſaid J. by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſays *actio non*; becauſe he ſays, that after the recovery of the judgment aforeſaid, and before any writ of *capias ad ſatisfaciendum* of and upon the ſaid judgment, at the ſuit of the ſaid plaintiff againſt the ſaid A. R. was ſued forth out of the court here, and returned and affiled of record, to wit, on, &c. the ſaid A. R. died, to wit, at, &c.; and this, &c.; wherefore, &c.

Plea, that after judgment, and before *ca. ſa.* ſued, the principal died.

And the ſaid plaintiff ſays, that he by any thing by the ſaid defendant in pleading alledged, *precludi non*; becauſe he ſays, that after the recovery of the ſaid judgment againſt the ſaid A. R. at the ſuit of the ſaid plaintiff againſt the ſaid defendant, to wit, on, &c. in the thirteenth year of the reign of our ſaid lord the now king, he the ſaid plaintiff ſued and proſecuted out of the court of our lord the now king, before the king himſelf, the ſaid court then and ſtill being at Weſtminſter aforeſaid, of and upon the ſaid judgment, his majeſty's writ of *capias ad ſatisfaciendum* directed to the ſheriff of London, by which ſaid writ our ſaid lord the king commanded the ſaid ſheriff that they ſhould take the ſaid A. R. if ſhe ſhould be found in their bailiwick, and ſafely keep her, ſo that they might have her body before the ſaid lord the king at Weſtminſter, on Tueſday next from one month from the day of Eaſter, to ſatisfy the ſaid plaintiff his damages aforeſaid in form aforeſaid recovered, and that they ſhould have there then that writ, at which day Sir Watkin Lewes, knight, and R. Oliver, eſquire, then ſheriffs of London aforeſaid, returned here upon the ſaid writ, that the

Replication.

the ſaid A. R. was not found in their bailiwick, as by the ſaid writ and the return thereof duly affiled in this court here, on the files of the writs of *capias ad ſatisfaciendum* of term of Eaſter, in the year aforeſaid, may more fully and at lage appear: And the ſaid plaintiff further ſays, that the ſaid A. R. did not die before the return of the ſaid writ of *capias ad ſatisfaciendum (a)*; and this, &c.; wherefore, &c.

(*a*) The concluſion of this plea is proper, and the determination of this demurrer has been over-ruled. Vide Chandler v. Roberts, Doug. 60. and Henderſon v. Withy, 2. Term. Rep. B. R. 570.

Form of demurrer to the replication.

For that the replication aforeſaid concludes with an averment, whereas the ſame ought to have concluded to the country, and for that the replication aforeſaid is in other reſpects uncertain, inſufficient, and wants form, &c.

Judgment for defendant.

J. MORGAN.

Plea to declaration in debt againſt bail on their recognizance, before any *capias ad ſatisfaciendum* iſſued, principal dead.

AND the ſaid John and Robert, by Alexander How their attorney, ſay, that the ſaid Alexander Bean ought not to have or maintain his ſaid action againſt them, to recover his damages aforeſaid, by pretence of his ſaid recognizance; becauſe they ſay, that the ſaid Samuel Schultz in the ſaid judgment mentioned, before the return of any writ of *capias ad ſatisfaciendum* thereon againſt him, died, to wit, at Weſtminſter aforeſaid, in the county aforeſaid; and this, &c.; whereof, &c. if, &c. J. ADAIR.

Plea of ſet-off to an action upon an indenture for work, &c.

AND the ſaid defendant, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and ſaith, that ſaid plaintiff *actio non*; becauſe he ſaith, that at the time of exhibiting, &c. there was due and owing to ſaid plaintiff, upon and by virtue of indenture, the ſum of pounds and no more, to wit, at, &c. aforeſaid: And ſaid defendant further ſaith, that before the time of exhibiting, &c. to wit, on, &c. from thence until and at the time of exhibiting, &c. to wit, at, &c. aforeſaid, ſaid plaintiff was and ſtill is indebted to ſaid defendant in pounds of lawful, &c. for work and labour, &c. and which money ſo due and owing from ſaid plaintiff to ſaid defendant exceeds the aforeſaid money due upon and by virtue of ſaid indenture in ſaid declaration mentioned, and out of which ſaid ſum ſaid defendant is ready and willing, and hereby offers to ſet-off and allow to ſaid plaintiff all the money due to ſaid plaintiff, upon and by virtue of ſaid indenture in ſaid declaration mentioned, according to the form of the ſtatute, &c; and this, &c.; wherefore, &c. if, &c.

And

AND the ſaid defendant, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and prays oyer of the ſaid writing-obligatory in the ſaid declaration firſt-mentioned, and it is read to him, &c.; he alſo prays oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, "The condition, &c." (for the payment of an annuity), which being read and heard, the ſaid defendant ſays *actio non*; becauſe he ſays, that the ſaid defendant had paid to the ſaid plaintiff an annuity of pounds, free and clear of and from all deductions and abatements, on the day of , and on the day of in every year ſince the making of the ſaid writing-obligatory, according to the tenor of the condition of the ſaid writing-obligatory, to wit, at, &c. aforeſaid; and this, &c.; wherefore, &c. if the ſaid plaintiff ought to have his aforeſaid action maintained againſt him as to the ſaid, &c. parcel of the ſaid, &c. by the ſaid plaintiff above demanded; and the ſaid defendant alſo prays oyer of the ſaid writing-obligatory in the ſaid declaration laſt-mentioned, and it is read to him, &c.; he alſo prays oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, to wit, "The condition, &c." (for payment of an annuity), which being read and heard, he ſaid defendant ſays *actio non*; becauſe he ſays, that, &c. [ſame as in the other plea], *mutatis mutandis*; and this, &c.; wherefore, &c. if the ſaid plaintiff ought to have, &c. as to the ſaid pounds, reſidue of the ſaid pounds above demanded, &c.

Plea of payment on condition.

And the ſaid plaintiff, as to the ſaid plea of the ſaid defendant by him firſt above pleaded in bar as to the ſaid pounds, parcel of the ſaid pounds above demanded, ſays *precludi non*, as to the ſaid pounds, parcel, &c.; becauſe proteſting that the ſaid defendant hath not paid to the ſaid plaintiff the ſaid annuity of pounds in the condition of the ſaid declaration mentioned and firſt-mentioned writing-obligatory mentioned, free and clear from deduction and abatement, on, &c. in every year ſince the making of the ſaid writing-obligatory, according to the tenor and effect of the ſaid condition of the ſaid writing-obligatory, as the ſaid defendant hath above in pleading alledged in that behalf; for replication in this behalf the ſaid plaintiff ſaith, that on, &c. to wit, at, &c. aforeſaid pounds of lawful money of Great Britain for then elapſed and ended on the day and year aforeſaid, became due and owing from the ſaid defendant to the ſaid plaintiff on the ſaid writing-obligatory in the ſaid declaration firſt-mentioned by the condition thereof, and which ſtill remains and is due, owing, in arrear, and unpaid to the ſaid plaintiff, contrary to the tenor, true intent, and meaning of the ſaid writing-obligatory in the ſaid declaration firſt-mentioned by the condition thereof; and this, &c.; wherefore, &c. he prays judgment and the ſaid pounds, parcel, &c. with his damages on occaſion of the detaining thereof, to be adjudged to him, &c.: And the ſaid plaintiff, as to the ſaid plea of the ſaid defendant by him laſtly above pleaded in bar as to the ſaid

Replication thereto.

ſaid pounds, reſidue of the ſaid pounds above demanded, ſays *precludi non*; for replication, &c. [as before]; and this, &c.; wherefore he prays judgment and the ſaid pounds, reſidue of, &c. together with his damages by him ſuſtained on occaſion of the detaining thereof, to be adjudged to him, &c.

AND the ſaid Thomas, in his proper perſon, comes and defends the wrong and injury, when, &c. and craves oyer of the ſaid writing-obligatory, and it is read to him, &c.; he alſo craves oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, to wit, "The condition of this obligation is ſuch, that the above bounden Thomas Burrow, his heirs, executors, or adminiſtrators, or either of them, do and ſhall well and truly pay, or cauſe to be paid unto the above named William George Breſt, his executors, adminiſtrators, or aſſigns, the full ſum of one hundred and fourteen pounds of good and lawful money of Great Britain, together with lawful intereſt for the ſame, on the twenty-ſeventh day of June next 1782, then this obligation to be void, or elſe to remain in full force;" which being read and heard, the ſaid T. ſaith, that the ſaid William George ought not to have his aforeſaid action thereof maintained againſt him; becauſe he ſays, that the ſaid writing-obligatory is not his deed; and of this he puts himſelf upon the country, &c.; and the ſaid William George doth the like: And for further plea in this behalf he the ſaid Thomas, by leave of the court here for that purpoſe firſt had and obtained, according to the form of the ſtatute in that caſe made and provided, ſaith, that he ought not to be charged with the ſaid debt by virtue of the ſaid writing-obligatory; becauſe he ſaith, that before the making of the ſaid writing-obligatory, to wit, on the ſixth day of December, A. D. 1781 aforeſaid, and on divers other days and times between that day and the twenty-ſeventh day of the ſame month of December, at London aforeſaid, in the pariſh and ward aforeſaid, it had been and was agreed by and between the ſaid Thomas and the ſaid William George and one William Mercer, that he the ſaid Thomas ſhould pay to them the ſaid William George and William Mercer divers ſums of money, in the whole amounting to a large ſum of money, to wit, the ſum of one hundred and fourteen pounds of lawful money of Great Britain, in conſideration of the repayment of certain other ſums of money which they the ſaid William George and William Mercer then and there promiſed and agreed to pay to the ſaid Thomas upon certain chances or events relating to drawing of certain tickets in a certain lottery, erected and eſtabliſhed by a certain act made at the parliament of our ſovereign lord the now king, holden at Weſtminſter, in the county of Middleſex, in the twenty-firſt year of his reign, and entitled, "An Act for raiſing "a certain Sum by way of Annuity and a Lottery, and for conſolidating certain Annuities which were made one joint Stock, "by an Act made in the ſecond Year of the Reign of his preſent "Majeſty,

"Majeſty, with certain other Annuities conſolidated by ſeveral "Acts made in the twenty-fifth and twenty-ſixth years of the "Reign of King George the Second, and in the fifth year of the "Reign of his preſent Majeſty," contrary to the form and effect of the ſaid act: And the ſaid Thomas in fact further ſaith, that afterwards, to wit, on the ſaid twenty-ſeventh day of December, in the year aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, it was further agreed by and between the ſaid Thomas and the ſaid William George, (a) that for ſecuring the payment of the ſaid ſeveral ſums of money, amounting as aforeſaid, ſo promiſed and agreed to be paid by the ſaid Thomas to the ſaid William George, in manner and for the purpoſe aforeſaid, he the ſaid Thomas ſhould ſeal and as his act and deed deliver to the ſaid William George a certain writing-obligatory, in the penal ſum of two hundred and twenty-eight pounds, conditioned for the payment of the ſaid ſeveral ſums of money, amounting as aforeſaid: And the ſaid Thomas in fact further ſaith, that in purſuance and performance of the ſaid laſt-mentioned agreement, he the ſaid Thomas afterwards, to wit, on the day and year laſt aforeſaid, at London aforeſaid, in the pariſh and ward aforeſaid, ſealed and as his act and deed delivered to the ſaid William George the ſaid writing-obligatory in the ſaid declaration mentioned, and now brought into court with the ſaid condition hereunder written, for ſecuring the payment of the ſaid ſeveral ſums of money, amounting as aforeſaid, ſo promiſed and agreed to be paid by him the ſaid Thomas to the ſaid William George and William Mercer, in manner and for the purpoſe aforeſaid; whereby and by force of the ſaid act of parliament the ſaid writing-obligatory was and is null and void; and this, &c.; wherefore, &c. if he ought to be charged with the ſaid debt, by virtue of the ſaid writing-obligatory.

(a) Wa... cer was not ty to this ment.

And the ſaid William George, as to the ſaid plea of him the ſaid Thomas ſecondly above pleaded in bar, ſays, that he by reaſon of any thing by the ſaid Thomas above in that plea alledged, ought not to be barred from having and maintaining his ſaid action thereof againſt him; becauſe proteſting that no ſuch agreement as in the ſaid plea above is alledged, was made or entered into by and between the ſaid Thomas and the ſaid William George and the ſaid William Mercer, in manner and form as in that plea alledged; he the ſaid William George, for replication in this behalf ſays, that the ſaid obligation now brought here into court was made by the ſaid Thomas to the ſaid William George upon good and lawful conſideration, and for the ſecuring the payment of a debt juſtly and truly owing from the ſaid Thomas to the ſaid William George, without this, that the ſaid Thomas did ſeal and as his act and deed deliver to the ſaid William George the ſaid writing-obligatory in the ſaid declaration mentioned, for ſecuring the payment of any ſums of money promiſed and agreed to be paid by him the ſaid Thomas to the ſaid William George and William Mercer,

Replication that it is good con... tion, tra... the allega... defendant's plea.

in

in manner and form as in that plea is above alledged; and this, &c.; wherefore he prays judgment and his debt aforeſaid, &c.

V. GIBBS.

(to debt bond), that ſtiff and anſ his then agreed ever deſ a ty of led tea, which he to accept exchange amount which ; but be- unpaid gave bond in tion.

[AFTER ſetting out the bond and condition, which was for the payment of money upon oyer, the plea proceeds thus]; which being read and heard, the ſaid defendant ſays, *actio non*; becauſe he ſays, that before the making of the ſaid writing-obligatory, to wit, on the ſixth day of September, in the year of Our Lord 1784, the ſaid plaintiff and one Edward Fry, he the ſaid Edward then and there being joint partner with the ſaid Thomas in trade and commerce, had agreed to ſell and deliver to the ſaid defendant a large quantity of tea within this kingdom, to wit, at Weſtminſter aforeſaid, which ſaid tea ſhould be ſmuggled, and imported by the ſaid plaintiff and the ſaid Edward Fry into this kingdom without paying any duty thereon to our ſaid lord the king, at and for the price or ſum of three hundred pounds; and that the ſaid defendant ſhould accept bills of exchange, to be drawn by the ſaid Thomas upon him the ſaid defendant, for the ſame: And the ſaid defendant further ſaith, that afterwards, and before the making of the ſaid writing-obligatory, to wit, on the firſt day of June, in the year aforeſaid, at Weſtminſter aforeſaid, he the ſaid defendant did accept bills of exchange for the ſaid ſum of three hundred pounds for and on the account aforeſaid; but the ſaid defendant further ſaith, that the ſaid ſum of three hundred pounds in the ſaid bills of exchange contained, then remaining due and unpaid to the ſaid plaintiff; and he the ſaid Edward afterwards, to wit, on the ſaid ſixth day of September, in the year of Our Lord 1784, at Weſtminſter aforeſaid, it was agreed between the ſaid plaintiff, and the ſaid Edward and the ſaid defendant, that for ſecuring the payment of the ſaid three hundred pounds ſo due and owing from the ſaid defendant to the ſaid plaintiff and the ſaid Edward for the cauſe aforeſaid, he the ſaid defendant ſhould ſeal and as his act and deed deliver to the ſaid plaintiff the ſaid writing-obligatory now brought here into court: And the ſaid defendant further ſaith, that in purſuance of the ſaid laſt-mentioned agreement, afterwards, to wit, on the ſame day and year laſt aforeſaid, at Weſtminſter aforeſaid, he the ſaid defendant did ſeal and as his act and deed deliver unto the ſaid plaintiff the ſaid writing-obligatory now brought here into court; which ſaid writing-obligatory is void in law; and this, &c.; wherefore, &c.; if, &c.

W. BALDWIN.

ication, a debt.

And the plaintiff ſaith, that he by reaſon, &c. *precludi non*; becauſe proteſting that the ſaid plea and the matter therein contained are not ſufficient in law to bar the ſaid plaintiff from having or maintaining his aforeſaid action againſt him; for a replication in this behalf the ſaid plaintiff ſaith, that the ſaid writing-obligatory in the ſaid declaration mentioned was made and ſealed, and delivered

ſivered by the ſaid defendant to the ſaid plaintiff for a juſt and true debt, without this, that it was agreed between the ſaid plaintiff and the ſaid Edward Fry, and the ſaid defendant, that the ſaid plaintiff and Edw. Fry ſhould ſell and deliver to the ſaid defendant tea within this kingdom, which ſhould be ſmuggled and imported by the ſaid plaintiff and Edward into this kingdom without paying any duty to our ſaid lord the king, in manner and form as the ſaid defendant hath above in that behalf alledged; and this, &c.; wherefore, &c. and his debt aforeſaid, together with his damages by reaſon of the detaining that debt, to be adjudged to him, &c.

Traverſe of ſmuggling.

F. CALDECOTT.

And the ſaid defendant, as to the ſaid plea of the ſaid plaintiff by him above in reply pleaded to the ſaid plea of the ſaid defendant by him above pleaded in bar, ſays, that it was agreed between the ſaid plaintiff, and the ſaid Edward Fry, and the ſaid defendant, that the ſaid plaintiff and Edward Fry ſhould ſell and deliver to the ſaid defendant tea within this kingdom, which ſhould be ſmuggled and imported by the ſaid plaintiff and Edward into this kingdom without paying any duty to our lord the king, in manner and form as the ſaid defendant hath above in that behalf alledged; and of this he puts himſelf upon the country; and the ſaid plaintiff doth the like.

Rejoinder, ing iſſue the traverſe.

The cauſe was tried, and the verdict found for the plaintiff.

AND the ſaid John Burgeſs, by Richard Rowlinſon his attorney, comes and defends the wrong and injury, when, &c. and ſays, that he cannot deny that the ſaid writing-obligatory above in the declaration of the ſaid John Newton mentioned is the deed of him the ſaid John Burgeſs; but the ſaid John Burgeſs further ſays, that the ſaid John Newton ought not to have execution againſt the perſon of the ſaid John Burgeſs; becauſe he ſays, that the ſaid debt in the ſaid writing-obligatory mentioned, and for which the ſaid action is brought againſt the ſaid John Burgeſs, was contracted by the ſaid John Burgeſs before the twenty-ſecond day of January, in the year of Our Lord 1776, mentioned in a certain act of parliament made in the ſixteenth year of the reign of our lord the now king, intitled, "An Act for the Relief of Inſolvent Debtors, and for the Relief of Bankrupts in certain "Caſes;" and that after the making of the ſaid writing-obligatory, to wit, on the twenty-ninth day of May, in the year of Our Lord 1775, one Tobias Atkinſon did ſue out of the court of our ſaid lord the king, before the king himſelf, the ſaid court then and ſtill being held at Weſtminſter, in the county of Middleſex, a certain writ of our ſaid lord the king, called a *teſtatum capias*, directed to the chamberlain of our ſaid lord the king of his county palatine of Cheſter, or his deputy there, whereby our ſaid lord the king commanded the ſaid chamberlain, or his deputy, that by writ of our ſaid lord the king, under the ſeal of the ſaid county palatine of our lord the king duly to be made and to be directed to the ſheriff of the ſaid county

Plea (to debt on bond), the inſolvent debtors' act, ſetting forth at large every proceeding from the ſuing out of the writ till the final diſcharge.

county palatine, the ſaid chamberlain, or his deputy, ſhould command the ſaid ſheriff that he take the ſaid John Burgeſs, deſcribed in the ſaid writ by the name and deſcription of John Burgeſs, late of Lynn, in the ſaid county palatine of Cheſter, corn-factor, if he ſhould be found in his bailiwick, and him ſafely keep, ſo that the ſaid chamberlain, or his deputy, might have his body before our ſaid lord the king in three weeks of the Holy Trinity, whereſoever our ſaid lord the king ſhould then be in England, to anſwer the ſaid Tobias Atkinſon of the plea in that writ mentioned, and that the ſaid chamberlain, or his deputy, ſhould have there that writ, which ſaid writ requiring bail for two hundred and ſixty pounds and upwards, by indorſement made thereon, by virtue of an affidavit duly filed in the ſaid court of our lord the king, before the king himſelf, according to the form of the ſtatute in ſuch caſe made and provided, the ſaid Tobias Atkinſon afterwards, and before the return thereof, to wit, on the nineteenth day of June, in the year of Our Lord 1775 aforeſaid, at Cheſter, in the ſaid county palatine of Cheſter, did deliver to Owen Saliſbury Brereton, eſquire, then and there, until and at the return of the ſaid writ being chamberlain of the ſaid county palatine, at Cheſter, to be executed in due form of law; whereupon the ſaid Owen Saliſbury Brereton afterwards, to wit, on the ſame day and year laſt aforeſaid, at Cheſter aforeſaid, in the ſaid county palatine, did make a certain writ of our ſaid lord the king, ſealed with the ſeal of the ſaid county palatine, directed to the then ſheriff of the ſaid county palatine of Cheſter, whereby it was commanded to the ſaid ſheriff that he ſhould take the ſaid John Burgeſs, deſcribed in the ſaid laſt-mentioned writ by the name and deſcription of John Burgeſs, late of Lynn, in the ſaid county, corn-factor, if he might be found in his bailiwick, and him ſafely keep, ſo that he might have his body before our ſaid lord the king at Weſtminſter aforeſaid, in three weeks of the Holy Trinity, whereſoever our ſaid lord the king ſhould then be in England, to anſwer the ſaid Tobias Atkinſon of a plea that the ſaid John Burgeſs render to the ſaid Tobias Atkinſon one thouſand two hundred pounds of lawful money of Great Britain, which the ſaid John Burgeſs owed to and unjuſtly detained from him the ſaid Tobias Atkinſon, as it was ſaid, and what he ſhould do in the premiſes he ſhould certify to our lord the king at Cheſter, in his exchequer there, before the return aforeſaid; and that the ſaid ſheriff ſhould have there the ſaid laſt-mentioned writ, which ſaid laſt-mentioned writ requiring bail for two hundred and ſixty pounds and upwards, by indorſement made thereon, according to the exigency of the ſaid writ and indorſement thereon, ſo iſſuing out of the ſaid court of our ſaid lord the king, before the king himſelf as aforeſaid, the ſaid Tobias Atkinſon afterwards, and before the return thereof, to wit, on the ſame day and year laſt aforeſaid, at Cheſter aforeſaid, in the county palatine of Cheſter aforeſaid, did deliver to Thomas Patten, eſquire, then, and continually from thence until, and at, and after the return of the ſaid laſt-mentioned writ, being ſheriff of

the county palatine of Chester, to be executed in due form of law; by virtue of which faid laft aforefaid writ the faid Thomas Patten, the now theriff of the faid county palatine of Chester afterwards, and before the return of the faid writ, to wit, at Chefter aforefaid, in the faid county palatine of Chester, made his warrant in writing, under the hand and feal of the office of theriff of the faid county palatine of Chester, directed to one John James, one Richard Moore, one John Woodcock, one John Ellis, one Thomas Clayton, one Robert Clayton, one Richard Parker, one John Axon, one John Turner, one John Hobbins, and one James Hedgeley, bailiffs, and to each and every of them, jointly and feverally, and thereby commanded the faid bailiffs and each of them that they or one of them fhould take the faid John Burgefs, if he fhould be found in the faid warrant by the name and defcription of John Burgeß, late of Lyon, in his county, coal-factor, and him fafely keep, fo that the faid theriff might have his body before the faid lord the king in three weeks of the Holy Trinity, wherefoever he fhould be then in England, to anfwer unto the faid John Axon in the plea aforefaid, which faid warrant the faid Thomas Patten afterwards, and before the return of the faid writ, to wit, on the twenty-fecond day of June, in the year of Our Lord 1775 aforefaid, delivered to the faid Joseph Burrett, then and there being an officer and bailiff of the faid theriff, to be executed in due form of law: And the faid John Burgefs further fays, that afterwards, and before the firft day of January in the year of Our Lord 1776, to wit, on the faid day and year laft aforefaid, at Chefter aforefaid, in the county of the fame, he the faid Joseph Burrett, to whom an officer and bailiff of the faid theriff, in execution of the faid warrant, and by virtue of the faid writ, did arreſt the faid John Burgefs, and did then and there take the faid John Burgefs into actual cuſtody, and did keep and retain the faid John Burgefs in fuch cuſtody of the faid Joseph Burrett, to be an officer of the faid theriff, until the faid John Burgefs afterwards, and before the faid firſt day of January in the year of Our Lord 1776, to wit, on the twenty-third day of June, in the year of Our Lord 1775, at Chefter aforefaid, in the faid county of Chefter, did give bail to the faid theriff for his appearance in the faid court of our lord the king, before the king himſelf, at Weſtminſter aforefaid, to anſwer to the faid Tobias of the plea aforefaid, to wit, the faid John Burgefs, together with one Edward Vernier and one John Baldiſs as his ſureties, afterwards, and before the return of the faid writs, or either of them, to wit, on the laſt day and year laſt aforefaid, at Chefter aforefaid, became bound by their bond to the faid theriff by the name of Thomas Patten, eſquire, theriff of the faid county of Chefter, in the ſum of five hundred and twenty pounds, to be paid to the faid theriff upon demand, and with a condition thereunto underwritten, that if the faid John Burgefs did appear before his majeſty in three weeks of the Holy Trinity, wherefoever his majeſty ſhould then be in England, to anſwer the

ſaid Tobias of a plea that the ſaid John Burgeſs ſhould render to the ſaid Tobias one thouſand two hundred pounds of lawful money of Great Britain, which the ſaid John Burgeſs owed and unjuſtly detained from the ſaid Tobias, as was ſaid, then the ſaid obligation to be void and of none effect, or elſe to be and remain in full force and virtue: And the ſaid John Burgeſs further ſays, that before the twenty-ſixth day of June, in the year of Our Lord 1776, to wit, on the twenty-fourth day of June, in the year of Our Lord 1776, the ſaid John Burgeſs perſonally came before ſir Richard Aſhton, knight, then being one of the juſtices of the court of our ſaid lord the king, before the king himſelf, at his chamber in , and there rendered himſelf in diſcharge of the ſaid bail in the ſaid plea at the ſuit of the ſaid Thomas, and the ſaid John Burgeſs was thereupon then and there by the ſaid juſtice committed to his majeſty's priſon, commonly known by the name of the King's Bench priſon, in the county of Surry, in diſcharge of his ſaid bail at the ſuit of the ſaid Tobias in the ſaid plea, as by the ſaid render and commitment may more fully appear: And the ſaid John Burgeſs further ſays, that from the time of the ſaid commitment, continually until and at the time of his diſcharge herein after-mentioned, the ſaid John Burgeſs remained and was a priſoner in his majeſty's priſon, commonly called the King's Bench priſon, in the county of Surry, and in actual cuſtody of the keeper of the ſaid priſon, at the ſuit of the ſaid Tobias Atkinſon, afterwards, and before the publiſhing of the notice hereinafter firſt-mentioned, to wit, on the twenty-ninth day of July, in the year of Our Lord 1776, did deliver to Benjamin Thomas, eſquire, then being keeper of the ſaid priſon, a true and perfect ſchedule, containing a diſcovery of all the real and perſonal eſtates of the ſaid John Burgeſs, ſigned with the chriſtian and ſirname of the ſaid John Burgeſs, and atteſted by the ſaid Benjamin Thomas, as ſuch keeper as aforeſaid: And the ſaid John Burgeſs further ſays, that after he had delivered ſuch ſchedule at aforeſaid, to wit, on the ſame day and year laſt aforeſaid, being more than thirty days before the adjournment of the general quarter ſeſſions for the county of Surry, hereinafter-mentioned, he the ſaid John Burgeſs did cauſe a certain notice, ſigned by the ſaid John Burgeſs, and counter ſigned by , to be inſerted in the London Gazette, that he the ſaid John Burgeſs, , then confined in , did thereby give that public notice, being the firſt, that he did intend to take the benefit of an act, paſſed in the ſixteenth year of his preſent majeſty's reign, intituled, "An Act for the Relief "of Inſolvent Debtors, and for the Relief of Bankruprs in cer-"tain Caſes," and did thereby give notice, that a true and perfect ſchedule, containing a diſcovery of all his real and perſonal eſtates thereafter to be ſworn to, was then ready to be delivered to any creditor applying for the ſame in manner aforeſaid, to the gaoler or keeper, or his deputy, of ; and that he the ſaid John Burgeſs, afterwards, to wit, on the day of, &c. did cauſe a ſecond notice, ſigned by the ſaid John Burgeſs, and counter

ſigned by , to be inſerted in the London Gazette, that he the ſaid John Burgeſs, , then confined in , did thereby give that public notice, being the ſecond, that he did intend to take the benefit of an act paſſed in the ſixteenth year of his preſent majeſty's reign, intituled, "An Act for the Relief of In-"ſolvent Debtors, and for the Relief of Bankrupts in certain "Caſes;" and that he the ſaid John Burgeſs afterwards, and more than ten days before the holding of the general quarter ſeſſions, holden by adjournment as hereinafter-mentioned, to wit, on the day of, &c. did cauſe a third notice, ſigned by the ſaid John Burgeſs, and counter ſigned by , to be inſerted in the London Gazette, that he the ſaid John Burgeſs, , then confined in , did thereby give that public notice, being the third, that he did intend to take the benefit of an act, paſſed in the ſixteenth year of his preſent majeſty's reign, intituled, "An Act "for the Relief of Inſolvent Debtors, and for the Relief of "Bankrupts in certain Caſes:" And the ſaid John Burgeſs further ſays, that before the diſcharge of the ſaid John Burgeſs hereinafter-mentioned, to wit, on , the day of, &c. the keeper of the ſaid priſon did, in purſuance of the ſaid act, make a true, perfect, and exact liſt and alphabet of the names of all and every perſon or perſons, who upon the twenty-ſecond day of January, in the year of Our Lord 1776, was or were, or at any time ſince had been, and at the time of making out the liſt were actual priſoners in the cuſtody of the ſaid keeper upon any proceſs whatſoever, for or by reaſon of any debt, damages, coſts, ſum or ſums of money, contempt, or matter, under the terms and conditions in the ſaid act mentioned, and that the name of the ſaid John Burgeſs ſo being in the cuſtody of the ſaid keeper, was then and there inſerted in the liſt: And the ſaid John Burgeſs further ſays, that afterwards, at the general quarter ſeſſions of the peace of our ſovereign lord the king, holden at Southwark by adjournment, in and for the ſaid county of Surry, on Monday, the twenty-ninth day of July, in the year of Our Lord 1776, holden before certain then juſtices of the peace of our ſovereign lord the now king in and for the county of Surry aforeſaid, and alſo to hear and determine divers felonies, treſpaſſes, and miſdeeds committed in the ſaid county of Surry, the ſaid , ſo being keeper of the ſaid priſon, did deliver the ſaid liſt to the ſaid juſtices of the peace at their ſaid adjournment; and the ſaid John Burgeſs ſo being in actual cuſtody as aforeſaid, and his name ſo being inſerted in the ſaid liſt, did then and there prove at the general quarter ſeſſion of the peace ſo held by adjournment, according to the directions, and in manner preſcribed by the ſaid act, and that he the ſaid John Burgeſs was actually a priſoner in cuſtody of the ſaid keeper of the ſaid priſon on the ſaid day of , in the year of Our Lord 17 , for the cauſes and in manner aforeſaid, and did then and there alſo deliver in a true ſchedule and account of all his real eſtate, either in poſſeſſion, reverſion, remainder, or expectancy, and alſo of the whole

of his perſonal eſtate which he, or any perſon or perſons in truſt for him, or his uſe, benefit, or advantage, was and were ſeiſed of, intereſted in, or intitled to, or was or were in his poſſeſſion at any time ſince his commitment to priſon, with the names of his ſeveral debtors, and where they ſeverally lived or might be met with, and the ſeveral ſums of money from them reſpectively owing, and how the ſame reſpectively became due and were ſecured, and the name and names, and places of abode where the ſeveral witneſſes who could prove ſuch debts or contracts due to the ſaid John Burgeſs by mortgage, ſpecial contract, note or other writing, according to the deſcription and true intent and meaning of the ſaid act, and did then and there alſo make oath and ſwear to the effect in the ſaid act in ſuch caſe preſcribed, and directed, and did then and there ſubſcribe the ſaid laſt-mentioned ſchedule and oath in the preſence of the ſaid juſtices, in open ſeſſion of the peace, in manner and form as is by the ſaid act directed: And the ſaid John Burgeſs further ſays, that the ſaid juſtices of the peace then and there preſent, or the major part of them, being ſatisfied with the truth of the oath ſo taken by the ſaid John Burgeſs, ſo then being ſuch priſoner as aforeſaid, they the ſaid juſtices did at the ſaid adjournment of the ſaid general quarter ſeſſions, under and by virtue of the ſaid act, then and there command the keeper of the ſaid priſon forthwith to diſcharge the ſaid John Burgeſs out of his cuſtody, and the ſaid keeper of the ſaid priſon did then and there forthwith diſcharge the ſaid John Burgeſs accordingly; and this, &c.; wherefore, &c. if the ſaid John Newton ought to have execution againſt the perſon of the ſaid John Burgeſs for the debt or damage aforeſaid, &c.: And for further plea in this behalf, the ſaid John Burgeſs, by leave of the court here firſt had and obtained, according to the form of the ſtatute in ſuch caſe made and provided, ſays, that he cannot deny that the ſaid writing-obligatory in the ſaid declaration of the ſaid John Newton mentioned, is the deed of the ſaid John Burgeſs; but the ſaid John Burgeſs further ſays, that the ſaid John Newton ought not to have execution againſt the perſon of the ſaid John Burgeſs; becauſe he ſays, that the ſaid debt in the ſaid writing-obligatory mentioned, and for which the ſaid action is brought againſt the ſaid John Burgeſs by the ſaid John Newton, was contracted by the ſaid John Burgeſs before the twenty-ſecond day of January, in the year of Our Lord 1776 mentioned in a certain act of parliament made in the ſixteenth year of the reign of our lord the now king, intituled, "An Act for the Relief of Inſolvent Debtors, and for the Relief of Bankrupts in certain Caſes;" and that the ſaid John Burgeſs, before the firſt day of January, in the year of Our Lord 1776, to wit, on the twenty-third day of June, in the year of Our Lord 1775, being arreſted and in the actual cuſtody of one Tobias Barrett, who then and there was an officer of the ſheriff of the county palatine of Cheſter, for the executing of proceſs within the ſaid county of Cheſter,

ad, In effect the ſame, but alledging the arreſt, detention, and diſcharge more generally.

ter, by virtue of a certain writ of *teſtatum capias* before that time iſſued out of the court of our ſaid lord the king, before the king himſelf, at the ſuit of the ſaid Tobias Atkinſon, and of a certain other writ of our ſaid lord the king, by virtue thereof, before that time iſſued, ſealed with the ſeal of the ſaid county palatine of Cheſter, was held to bail: And the ſaid John Burgeſs further ſays, that before the twenty-ſixth day of June, in the year of Our Lord 1776 aforeſaid, at Weſtminſter, in the county of Middleſex, he the ſaid John Burgeſs did perſonally come before Sir Richard Aſhton, knight, then and there being one of the juſtices of our ſaid lord the king, before the king himſelf, and ſurrender himſelf in diſcharge of his ſaid bail, and was thereupon then and there by the ſaid juſtices committed to his majeſty's priſon, commonly known by the name of the King's Bench priſon, in the county of Surry, in diſcharge of his ſaid bail, and that the ſaid John Burgeſs ſo being in cuſtody in the ſaid priſon, afterwards, to wit, at the general quarter ſeſſions of the peace of our ſovereign lord the king, holden at Southwark, in the ſaid county of Surry, by adjournment, in and for the county of Surry, on Monday the twenty-ninth day of July, in the year of Our Lord 1776, was in due manner, by force of, and according to the form of the ſaid act, diſcharged; and this, &c.; wherefore, &c. if the ſaid John Newton ought to have execution againſt the perſon of John Burgeſs, &c.

SAMUEL HEYWOOD.

Plea of payment after the day according to the ſtatute.

AND the ſaid George Hodgkinſon, in his proper perſon, comes and defends the wrong and injury, when, &c. and prays oyer of the ſaid writing-obligatory, and it is read to him, &c.; he alſo prays oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, to wit: (Set out the condition); which being read and heard, the ſaid George ſays, that the ſaid William ought not to have or maintain his aforeſaid action thereof againſt him; becauſe he ſays, that he the ſaid George, after the ſaid day mentioned in the ſaid condition for the payment of the ſaid ſum of fifty pounds, with intereſt at the rate aforeſaid, and in the lifetime of the ſaid Edward, to wit, on the firſt day of November, in the year of Our Lord 1769, paid to the ſaid Edward the ſaid ſum of fifty pounds in the ſaid condition mentioned, according to the form of the ſtatute in ſuch caſe made and provided, together with all intereſt due for the ſame, to wit, at Manſfield, in the county of Nottingham aforeſaid; and this he is ready to verify; wherefore he prays judgment if the ſaid William ought to have or maintain his aforeſaid action thereof againſt him, &c.: And the ſaid George for further plea in this behalf, by leave of the court here to him for that purpoſe granted, according to the form of the ſtatute in ſuch caſe made and provided, ſays, that the ſaid William ought not to have or maintain his ſaid action thereof againſt him; becauſe he ſaith, that the ſaid Edward, before and at the time of his death, was, and the ſaid William, as

2d, A ſet-off of promiſſory note and money

ſuch executor as aforeſaid at the time of exhibiting the bill of the ſaid William in this behalf, was and ſtill is juſtly and truly indebted to the ſaid George in more money than is due and owing from the ſaid George to the ſaid William upon the ſaid bond or writing-obligatory in the ſaid declaration mentioned, and the condition thereof, that is to ſay, in the ſum of ſix pounds eighteen ſhillings and fourpence halfpenny, upon and by virtue of a certain note commonly called a promiſſory note, bearing date the twenty-ninth day of April, in the year of Our Lord 1771, made by the ſaid Edward Beedham in his lifetime, to wit, on the ſame day and year laſt aforeſaid, at Mansfield aforeſaid, and then and there delivered to the ſaid G. Hodgkinſon, by which ſaid note the ſaid Edward Beedham promiſed to pay to the ſaid G. H. or order on demand the ſaid ſix pounds eighteen ſhillings and fourpence halfpenny value received, and alſo in the further ſum of one hundred and fifty pounds of lawful money of Great Britain, for ſo much money by the ſaid Edward in his life-time had and received to and for the uſe of the ſaid George, and alſo in the further ſum of one hundred and fifty pounds of like lawful money, for ſo much money by the ſaid George lent and advanced to the ſaid Edward in his lifetime, at his ſpecial inſtance and requeſt; and alſo in the further ſum of one hundred and fifty pounds of like lawful money, for ſo much money by the ſaid George paid, laid out, and expended to and for the uſe of the ſaid Edward in his lifetime, at his like ſpecial inſtance and requeſt, to wit, at Mansfield aforeſaid, in the county aforeſaid, ſo much of which ſaid ſeveral ſums of money ſo due and owing from the ſaid William, as ſuch executor as aforeſaid, to the ſaid George, as will be ſufficient to ſatisfy the ſaid William the money due to him upon and by virtue of the ſaid writing-obligatory in ſaid declaration mentioned, and the condition thereof, he the ſaid George will deduct and ſet-off according to the form of the ſtatute in ſuch caſe made and provided; and this he is ready to verify; wherefore he prays judgment if the ſaid William ought to have or maintain his ſaid action thereof againſt him, &c.

GEORGE BOND.

Replication, joining iſſue on the plea of payment.

And the ſaid William, executor as aforeſaid, as to the ſaid plea of the ſaid George by him firſt above pleaded in bar, ſays, that he ought not, by reaſon of any thing in that plea alledged, to be precluded from having and maintaining his aforeſaid action againſt the ſaid George; becauſe he ſays, that he the ſaid George did not, after the ſaid day mentioned in the ſaid condition of the ſaid writing-obligatory for the payment of the ſaid ſum of fifty pounds, with intereſt at the rate aforeſaid, and in the lifetime of the ſaid Edward pay to the ſaid Edward the ſaid ſum of fifty pounds in the condition mentioned, together with all intereſt due for the ſame as aforeſaid, in manner and form as the ſaid George hath above in his ſaid plea by him firſt above pleaded in bar in that behalf alledged; and this he the ſaid William, executor as aforeſaid,

prays

prays may be enquired of by the country, &c.: And the ſaid William, as to the ſaid plea of the ſaid George by him laſtly above pleaded in bar, ſays, that he the ſaid William ought not, by reaſon of any thing therein contained, to be barred from having and maintaining his aforeſaid action againſt him the ſaid George; becauſe he ſays, that the ſaid E. B. in his lifetime was not, nor was nor is the ſaid William, executor as aforeſaid, within ſix years next before the exhibiting the bill of the ſaid William in this behalf, indebted to the ſaid George in manner and form as the ſaid George hath in his ſaid plea by him laſtly above pleaded in bar in that behalf alledged; and this he the ſaid William is ready to verify; wherefore he prays judgment and his ſaid debt, together with his damages by him ſuſtained on occaſion of the detention thereof to be adjudged to him.

To 2d plea, *nil debet infra ſex annos.*

AND the ſaid Abel, by A. B. his attorney, comes and defends the wrong and injury, when, &c. and craves oyer of the ſaid writing-obligatory, and it is read to him, &c. he alſo craves oyer of the condition of the ſaid writing-obligatory, and it is read to him in theſe words, that is to ſay, &c. &c.; which being read and heard, the ſaid Abel ſaith, that he ought not to be charged with the ſaid debt by virtue of the ſaid writing-obligatory; becauſe he ſays, that after the firſt day of May A.D. 1711, and before the making the ſaid writing-obligatory, to wit, on the tenth day of May A. D. 1744, to wit, at Weſtminſter aforeſaid, certain perſons being then and there wholly unknown to the ſaid Abel, and which being on one ſide were ſtiled county of Kent, played at a certain game called cricket with certain other perſons to the ſaid Abel alſo unknown, and which being on the other ſide were ſtiled All England; and that the ſaid James then and there, by betting for money with the ſaid John Parſons on the ſides or hands of the ſaid perſons, which on the one ſide were ſtiled the County of Kent, ſo playing at the ſaid game, then and there won of the ſaid John Parſons the ſum of twenty-five guineas on tick and credit, and that after the ſaid firſt day of May A. D. 1711 aforeſaid, and before the making of the ſaid writing-obligatory, to wit, on the ſeventeenth day of May A. D. 1744, at Weſtminſter aforeſaid, certain other perſons then and there wholly unknown to the ſaid Abel, and which being on one ſide were ſtiled the county of Kent, played at the ſaid game called cricket, with certain other perſons to the ſaid Abel alſo unknown, and who on the other ſide were ſtiled All England; and that the ſaid James then and there by betting for money with the ſaid John Parſons on the ſides or hands of the ſaid perſons, which on the one ſide were ſtiled the County of Kent, ſo playing at the ſaid game, then and there won of the ſaid John Parſons another ſum of twenty-five guineas on tick and credit, and for which two ſeveral ſums of money no part whatſoever was then or at any other time afterwards paid by the ſaid John Parſons to the ſaid James, except by the giving and

Plea, that part of the conſideration for the bond was money won by betting at two cricket matches, and that the bond was to ſecure the payment of an annuity, and the defendant only a ſurety in it, &c. *contra formam ſtatuti.*

executing to the ſaid James the ſeveral writings-obligatory hereafter mentioned, and that after the ſaid winning of the ſaid ſeveral ſums of money as aforeſaid, after the ſaid firſt day of May, in the year of Our Lord 1711, and before the making of the ſaid writing-obligatory brought here into court, to wit, on the third day of July A. D. 1744 aforeſaid, at Weſtminſter aforeſaid, it was agreed by and between the ſaid John Parſons and the ſaid James, that the ſaid James ſhould pay and give the ſaid John Parſons the ſum of four hundred and forty-ſeven pounds ten ſhillings of lawful money of Great Britain, and make up the ſaid two ſeveral ſums of twenty-five guineas each, won by the ſaid James of the ſaid John Parſons, by betting as aforeſaid, the full and exact ſum of five hundred pounds, to wit, of the ſaid two ſeveral ſums of twenty-five guineas each ſo won as aforeſaid, and of the ſaid four hundred and forty-ſeven pounds ten ſhillings ſo to be paid and given as aforeſaid, and as if the ſaid whole five hundred pounds had been paid in hand by the ſaid James to the ſaid John Parſons, make and execute to the ſaid James his the ſaid John Parſons writing-obligatory in the penal ſum of one thouſand pounds, with the condition thereunto ſubſcribed, for the payment to the ſaid James of the full annual or yearly ſum of one hundred pounds by four equal and quarterly payments in every year, the firſt payment of twenty-five pounds to be made on the feaſt of St. Michael the Archangel then next enſuing, and ſo to continue on each ſucceſſive quarter-day during the joint lives of the ſaid John Parſons and James; and that for further ſecuring of the payment of the ſaid annual or yearly ſum of one hundred pounds to the ſaid James during their joint lives, the ſaid Abel, as a ſurety for the ſaid John Parſons, ſhould likewiſe make and execute to the ſaid James his the ſaid Abel's writing-obligatory in the penal ſum of one thouſand pounds, with the condition thereunto ſubſcribed for the ſaid John Parſons, in the conſideration of the ſaid five hundred pounds, that is to ſay, of the ſaid two ſeveral ſums of twenty-five guineas each ſo won as aforeſaid, and of the ſaid four hundred and forty-ſeven pounds ten ſhillings ſo to be paid and given to him as aforeſaid, and as if the whole five hundred pounds had been in hand paid to the ſaid John Parſons by the ſaid James, at or before the ſealing and delivery of ſuch writing-obligatory of the ſaid James, his paying or cauſing to be paid yearly and every year to the ſaid James the ſaid one full annual and yearly ſum of one hundred pounds, &c. (as before): And the ſaid Abel further ſaith, in purſuance of the ſaid agreement the ſaid James afterwards, to wit, on the ſaid third day of July, in the year of Our Lord 1744 aforeſaid, at Weſtminſter aforeſaid, paid and gave to the ſaid John Parſons the ſaid ſum of four hundred and forty-ſeven pounds ten ſhillings ſo agreed to be paid and given to him as aforeſaid, to make up the ſaid ſeveral ſums of twenty-five guineas each ſo won as aforeſaid, the ſaid full ſum of five hundred pounds; and the ſaid John Parſons, in conſideration of the ſaid five hundred pounds, to wit, of the ſaid two ſeveral ſums of twenty-five guineas each ſo won as aforeſaid, and of the

ſaid

ſaid four hundred and forty-ſeven pounds ten ſhillings ſo paid and given by the ſaid James to the ſaid John Parſons as aforeſaid, and as if the ſaid whole five hundred pounds had been paid in hand by the ſaid James to the ſaid John Parſons, then and there made and executed to the ſaid James his the ſaid John Parſon's writing-obligatory in the penal ſum of one thouſand pounds with the condition thereunto ſubſcribed, for payment to the ſaid James of the ſaid full annual and yearly ſum of one hundred pounds, the firſt payment (as before): And the ſaid Abel then and there in further purſuance of and according to the ſaid agreement, then and there made and executed to the ſaid James the ſaid writing-obligatory here brought into court, with the ſaid condition ſubſcribed thereunto as a ſurety for the ſaid John Parſons paying or cauſing to be paid the ſaid annual or yearly ſum of one hundred pounds to the ſaid James in manner aforeſaid, and during the time aforeſaid, in full performance of the ſaid agreement, whereby and by force of the ſtatute in ſuch caſe made and provided, the ſaid writing-obligatory became and is wholly void in law; and this, &c.; wherefore, &c. if the ſaid Abel, by force of the ſaid writing-obligatory, ought to be charged with the ſaid debt, &c.

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224. Declaration in debt againſt the bailiff of the borough of Andover, for the eſcape of a priſoner in execution under a judgment in the borough court of Andover, in the time of one bailiff, and afterwards aſſigned over in execution to defendant.

226. Declaration in debt againſt ſheriffs of London, for the eſcape of a priſoner in their cuſtody, in execution at the ſuit of plaintiff.

228. Pleas to debt on eſcape of priſoner in execution; 1ſt, *nil debet*; 2d, freſh ſuit and recaption; 3d, that priſoner eſcaped privately, and voluntarily returned before exhibiting, &c. and that defendant hath him ſtill in cuſtody. Part of a plea to an action of debt for an eſcape againſt the marſhal of the King's Bench priſon, that defendant took all poſſible care, but the

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priſoners confederated, and privately got poſſeſſion of offenſive weapons, with which they aſſaulted the keepers, and riotouſly eſcaped.

231. Declaration in debt againſt the warden of the Fleet, for ſuffering a priſoner to eſcape who had been taken in execution on a judgment, and removed by *habeas*.

233. Declaration in *caſe* againſt a ſheriff, for an eſcape on *meſne proceſs*, where plaintiff declares that J. S. was indebted to him; that he ſued out a *latitat* againſt him, whereby he was arreſted in a prior ſheriff's time, and duly turned over to defendant, who permitted him to eſcape.

234. Declaration by *executors* againſt the warden of the Fleet, for the eſcape of a priſoner committed to his charge, in execution by *habeas corpus*, directed to the warden, the priſoner being in his cuſtody when the *habeas corpus* iſſued.

244. Bill againſt the warden of the Fleet in debt, for the negligent eſcape of a priſoner charged in execution on a judgment in an action in *aſſumpſit* in B. R. and removed by *habeas corpus* to the Fleet, and there committed under the ſame execution.

246. Plea 1ſt, *nil debet*; 2d, that defendant's is a patent office held at the king's will, that it of right ought to be repaid by government, and not by defendant, the priſoner conſpired with two other foreigners, and ſlinging a rope ladder over the wall, ſuſpended from a neighbouring houſe, thereby effected the eſcape, without any negligence of defendant, who made freſh purſuit of the parties, but they fled to France; 3d plea, that defendant was patentee at will of the gaol, &c. as in laſt, that the priſon walls were not ſufficiently high, whereby priſoner eſcaped as before, and defendant made freſh purſuit. Replication, iſſue on *nil debet*. Rejoinder, taking iſſue on each traverſe.

253. Declaration in debt againſt the ſheriff of Middleſex, for ſuffering a priſoner in execution at plaintiff's ſuit to go at large after the iſſuing, and before the return of the writs.

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376. Declaration againſt the *provoſt marſhal* of Tortola, for *eſcape* of a priſoner in execution of two judgments recovered by the plaintiff in the court of C. B. the writs having been executed, eſcape permitted by the deputy provoſt marſhal.

Plea to an action againſt the bail for an eſcape, that E. D in the declaration named, eſcaped out of defendant's cuſtody againſt his will, and returned into priſon with his knowledge, and is detained there, - - 2. R. Pr. B. R. 52. 90

Same

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Same plea by the warden of the Fleet, - 2. R. Pr. B. R. 53. 92
Demurrer to a declaration, for that it does not appear therein that there was any record of commitment. Joinder, *Ibid.* 61, 62
Demurrer to a like declaration, that it is not alledged therein that there is any commitment on the *habeas corpus*, - *Ibid.* 94
Declaration by plaintiff, the queen dowager of England, againſt the marſhal of the B. R. priſon, in defendant, for eſcape of defendant in cuſtody under an execution on judgment recovered by her in an action of *aſſumpſit*, - Lill. Ent. 151
Plea, that the priſoner eſcaped by force, and that the marſhal retook him on freſh purſuit, and yet has him, &c. Replication, that defendant voluntarily permitted him to eſcape, with a traverſe that he eſcaped by force. General demurrer to the replication; joinder therein, - *Ibid.* 153
Bill in common pleas at the ſuit of plaintiff in a former action, againſt the warden of the Fleet, for the eſcape of defendant in former action out of his cuſtody, in execution at the ſuit of plaintiff, ſuit in B. R. after he had been committed to the B. R. priſon on the recovery in ſuch action, and removed himſelf to the Fleet by *habeas corpus cum cauſa*. General demurrer to the bill; joinder therein, and judgment for the plaintiff, - - - *Ibid* 158
Declaration againſt the marſhal of the King's Bench priſon, for the eſcape of priſoner out of his cuſtody, under a judgment in *aſſumpſit* obtained in the common pleas againſt the priſoner, who was afterwards removed by *habeas corpus* into B. R. and there charged in execution at plaintiff's ſuit, - - - - - *Ibid.* 187
Debt againſt ſheriff, for an eſcape of the defendant in a former action at the ſuit of plaintiff, whom the ſheriff had taken under an *alias ca. pa.* - - - - R. Pr. C. B. 463
Declaration in C. B. in debt, for an eſcape by the adminiſtratrix *teſtamenti cum ex. de bonis non* againſt the chief bailiff of the liberty of P. protect of letters of adminiſtrator. Plea, that on the twenty-third of January, before the ſuppoſed eſcape, an *habeas corpus* iſſued, by virtue of which writ he had the body in court at the day of the return, and that the priſoner was committed to the Fleet. Replication, proteſting that the body was not delivered to defendant before the eſcape, that *habeas corpus* iſſued on twenty-eighth of November, that after return thereof he took the ſaid R. D. by colour of that writ, carried him to Weſtminſter Feb. 6. and the ſame day by fraud, &c. the *habeas corpus* mentioned in the plea was ſued out and delivered to the defendant, and not before, and that by virtue of the laſt writ R. D. was committed to the Fleet, traverſing that he was taken out of priſon, and conveyed to Weſtminſter by the *habeas corpus* in the defendant's plea. Special demurrer, and ſhewing for cauſe that the traverſe is repugnant, and doth traverſe a matter that is not traverſeable, - - - - 2. Mod. Ent. 205 to 210

Decla-

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Declaration in B. R. againſt the warden of the Fleet, for the eſcape of one committed upon a *habeas corpus*, - -	2. Mod. Ent. 245
Declaration, &c. on an eſcape, againſt the chief bailiff of H. Plea, that he took the priſoner, and that he had him in cuſtody, and as ſoon after as conveniently might be, removed him from and out of the liberty to the county gaol. Demurrer and joinder, - - - - -	2. T. R. 506
Plea to an action of debt for an eſcape, that R. eſcaped without the privity and conſent of defendant, and that defendant freſhly and diligently purſued. Replication, that defendant did not freſhly and diligently purſue, -	*Ibid.* 126

Declaration againſt a bailiff of a *ville*, who was keeper of a gaol, for the eſcape of one committed upon a judgment in the court of the liberty, 1. *Bro.* 155.

For eſcape, againſt the *ſpecial* ſheriff, of a perſon arreſted on an extent on ſtatute ſtaple by the late ſheriff, *Ro. Ent.* 311. Againſt ſheriff for eſcape of a perſon in execution, *Pla. Pal.* 250. 2. *Inſt. Cl.* 330.

Againſt the late ſheriff for eſcape of W. taken by him on a *pluries teſtatum capias ſatisfaciendum* on judgment in C. B. *Ra. Ent.* 170.; on *teſtatum capias ſatisfaciendum*, *Aſh.* 195.; on *capias ſatisfaciendum* in debt by *nil dicit* in B. R. *Upper Bench, Pref.* 60.

Eſcape on a *capias utlagatum* after judgment, *Ab.* 178.

On a *capias utlagatum* for a fine in B. R. in an action on the ſtatute, *Vet. Intr.* 230.; on an arreſt by extent on a ſtatute ſtaple, 3. *Co.* 67. *Vet. Intr.* 231.; on arreſt by late ſheriff, and eſcape permitted, *Ra. Ent.* 171.

Againſt mayor of the ſtaple at Weſtminſter, for the eſcape of a perſon taken on ſtatute before him, *Ibid.* 179. *Vet. Intr.* 128. *Her.* 316.

Againſt the late mayor on a judgment in the court of pie powder in the city after a verdict in debt, *Ra. Ent.* 168. *Vet. Ent.* 64.

Againſt bailiff of a liberty on judgment in action on the ſtatute of labourers, againſt a ſervant who departed within the term where defendant was committed on *cognovit actionem*, *Ra. Ent.* 169. *Vet. Intr.* 65.

On a judgment in a borough court, and commitment thereon, *Ra. Ent.* 169. 3. *Br.* 161.

Debt, againſt conſtable of Cheſter for eſcape of a priſoner, by *teſtatum capias ſatisfaciendum* awarded to the chamberlain of Cheſter. 1. *Lut.* 411.

Debt, againſt bailiff of a liberty, by H. B. and H. his wife, *adminiſtratrix* of J. B. *during the minority* of M. S. and H. S. daughter and reſiduary legatees of J. B. *cum teſtamento annexo*, for the eſcape of R. D. out of execution on a judgment obtained by plaintiffs; plea, *habeas corpus* returnable at Weſtminſter, and R. D. committed on it, &c.; replication, another *habeas corpus* obtained *by fraud* after the return of the firſt *habeas corpus*, traverſing that R. D. was taken out of priſon and carried to Weſtminſter by the *habeas corpus* mentioned in the plea; demurrer, and judgment for plaintiff, 1. *Lut.* 627.

Debt, by *executor*, on eſcape, judgment obtained in B. R. brought in the *debet* and *detinet* judgment for plaintiff by default; but reverſed, *for that it ſhould have been in the detinet only*, 1. *Lut.* 893.

Declaration by the king againſt *conſtable of his caſtle*, for the *eſcape* of the king's receiver, committed by auditors of his dutchy of Lancaſter for arrears of an account, 1. *Bro.* 150.

By the adminiſtrator againſt mayor and keeper of gaol *ville*, on judgment in the court *ville*, and committed thereon for an eſcape, *Read's Pra.* 188.

Againſt

Againſt the late *ſheriff* for eſcape of one taken in execution on a *capias ſatisfaciendum* on judgment in C. B. 1. *Bro.* 157.

By an *adminiſtrator*, ſetting out all the proceedings, *Pl. Gen.* 228.

Againſt the *marſhal*, for the eſcape of a priſoner in execution out of B. R. *Vid.* 197. *Re. Dec.* 192. 198. 202. *Cl. Man.* 283. By an *executor*, 2. *Inſt. Cl.* 337. On a judgment in debt, *Thom.* 122. 150. *Rob.* 223. Againſt the *deputy* marſhal, 1. *Bro.* 175.

On a judgment in debt in B. R. and by *habeas corpus* directed to the marſhal, returnable in chancery committed to the Fleet, *Lev. Ent.* 56.

Againſt the marſhal, on a judgment in *debt* in C. B. and priſoner committed to the Fleet in execution, and removed to B. R. *Rob. Ent.* 106. *Vid.* 181, 193. Againſt warden of the Fleet, *Win. Ent.* 171. 3. *Lev. Rep.* 390.

By an *attorney* againſt marſhal, for the eſcape of a priſoner committed in execution on a judgment in debt, 2. *Bro.* 59.

Againſt the *late ſheriff*, for the eſcape of a priſoner taken by him on a *teſtatum capias ſatisfaciendum* in B. R. 1. *San.* 34. *Rob. Ent.* 300. By executor, on judgment in C. B. 2. *Bro.* 126. *Re. Dec.* 207. On a *capias ſatisfaciendum* in treſpaſs and aſſault on judgment by *non ſum informatus* in B. R. *Rob. Ent.* 305. *Re. Dec.* 196. On a *non omittas capias ſatisfaciendum* eſcape, 2. *San.* 98.

Againſt the *late ſheriff* of the city of C. for eſcape in execution on judgment recovered in *county* court, *Lan.* 83. Againſt the *late ſheriff* of London, on a judgment in *debt* in Guildhall, *Dyer*, 66. *Ro. Ent.* 298. And againſt the preſent ſheriff, *Cl. Man.* 292. 297.

Againſt one ſheriff of London after death of the other, judgment in *ca. ſa.* in the Guildhall, 1. *Bro.* 178.

Againſt *bailiff of a liberty*, for eſcape after judgment in debt after verdict, 2. *Bro.* 12. *Tho.* 112.

Fines and Amerciaments. (4)

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255. Declaration for amerciament in a court leet, not attending to take the office of conſtable, after being duly ſummoned.

259. Declaration for amerciament in a court leet, not attending to ſerve as a juror, after being duly ſummoned.

262. Declaration in debt in B. R. for an amerciament at a court baron, againſt the owner of an eſtate within the manor enfranchiſed by one of the plaintiff's anceſtors, receiving only ſuit at court, &c. 1ſt Count ſtates plaintiff to be tenant for life of the manor, and defendant owner of an eſtate within it, held by ſervice of doing ſuit at court, which he neglected to do after notice; the jury preſented him and amerced him two ſhillings and ſixpence. 2d Count ſtates a cuſtom for the jury to preſent and amerce. 4th Count, for nine pounds twelve ſhilling and ſixpence, reſidue, &c.; a *mutuatus*.

265. Declaration for a cuſtomary fine, payable on the defendant's admiſſion to copyhold premiſes, upon a ſurrender.

267. Declaration in the borough court at the ſuit of the

mayor,

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	mayor, commonalty, and citizens of London, for an amerciament in a court leet, on a preſentment for a nuiſance,	
268.	Declaration in the borough court, at the ſuit of the mayor, &c. againſt defendant, for not attending to take upon him the office of conſtable, to which he had been preſented,	
269.	Declaration in debt, againſt defendant for non-payment of an amerciament aſſered at ſix pounds, upon a preſentment of the jury of the court leet, at an adjourned court, according to the cuſtom, againſt defendant, who was a grocer, for having falſe weights in his poſſeſſion.	
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392.	Declaration for ſeveral amerciaments in a court baron.	
	Declaration in debt by the lord of an hundred, who an infant, by his next friend preferreth for a court and view of frankpledge againſt the defendant, citing man or a tithing within the hundred, who ought to have been ſworn in at that court, and to have paid nine ſhillings for chief ſilver to the lord, but refuſed, - - -	Mor. Pr. 505
	Declaration for a fine at the duke of Bedford's court leet, againſt a baker, preſented at the court leet for bread ſhort or weight, &c. - - - -	*Ibid.* 570
	Declaration for the fees of a ſteward on admiſſion to a copyhold, - - - -	*Ibid.* 577
	Declaration in the court of the borough of Southwark, at the ſuit of the city of London, for an amerciament at a court leet for the borough of Southwark, for refuſing to appear, defendant being daily ſummoned to take the oath of office of conſtable, to which he was elected, -	*Ibid.* 578
	Declaration in debt againſt lord of a manor, againſt the heir of his tenant, for a fine on his death. - -	Lill. Ent. 146
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	Declaration in debt for a fine under a bye law, for following a trade within the borough, not being free of any guild. States Devizes to be an ancient borough, and immemorially corporate body; King Charles by letters patent created the corporation, and the mayor, recorder, or his deputy, and the major part of the capital burgeſſes, to make bye laws, to impoſe pains and fines; and that they might levy them guilds of artificers and tradeſmen burgeſſes; immemorial cuſtom, that no one not admitted a freeman of one of the guilds ſhould ſell, &c. Third September, 14. Geo 2. an aſſembly before mayor, &c. was had, who then made a reaſonable bye law, that no perſon, not free of any guild,	

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should uſe a trade, &c. within the borough; remedy by diſtreſs or action of debt againſt any that would ſue by law publiſhed. Defendant had notice, but defendant after notice, contrary to the cuſtom and the law, kept a ſhop and uſed the trade of cordwainer. - - Plead. Aſſ. 385

Declaration by the lord of a manor againſt his cuſtomary tenant for a fine on his admiſſion to copyhold lands, *Vid.* 176.

By maſter, warden, and company of ſhipwrights of R. for a fine impoſed on defendant, *Ro. Ent.* 204.

By lord of a manor, defendant reſident, making default at the leet, was amerced and at two courts was amerced, 1. *Bro.* 152. Conſtable reſident amerced for his default, *Ibid.* 154. *Re. Dic.* 173.

By lord of a manor, having a leet and court baron, and by cuſtom the tenants, reſidents, and inhabitants within the manor ought to do ſuit at plaintiff's mill, defendant was amerced for placing timber in the highway, and at the court was amerced for grinding his corn at another mill, 1. *Bro.* 167.

Defendant amerced at the leet for an affray, *Ibid.* 171.

For an *amerciament* at two ſeveral courts leet by default, and at another court alſo for incloſing lands near the common highway, to the nuiſance of the inhabitants, 1. *Bro.* 169.

By *lord of a manor*, who held a leet for all the inhabitants, and defendant refuſed to be ſworn, and diſturbed the court, for which a fine was impoſed on him, 1. *Bro.* 168. *Ab.* 180.

Landlord of a manor held a court baron, and uſed to puniſh the tenants for their defaults in the ſame. Defendant erected a wall in the highway, and was amerced, 2. *Bro.* 83. At a court leet for digging clay pits in the highway, *Lev. Ent.* 62.

Landlord of a manor held a leet, and defendant was amerced for default, and it was by the jury ordered that he ſhould remove an incroach kept by him, under a penalty of forty ſhillings, which he forfeited; and forfeiture for not mending the ditches, *Yb.* 113.

Plaintiff ſeiſed of a barony had a leet, and the jury preſented that defendant broke common of paſture, and the court took an eſtray ſeiſed to the uſe of the lord of the barony, for which was impoſed upon him a fine of forty ſhillings, *Yb.* 119. *Re. Dic.* 185. *Mo. Intr.* 209.

H. ſeiſed of a hundred, had a leet, demiſed to plaintiff for years, defendant, an inhabitant, not appearing, was amerced for his default, *Yb.* 132.

Plaintiff, ſeiſed of a manor, held court baron, defendant, bond tenant, encroached upon the waſte of the lord in execution of a hedge, by which it was ordained by the homage, that defendant ſhould remove the hedge, under a penalty of ten ſhillings, which defendant forfeited, *Ro. Ent.* 200.

Againſt a copyhold tenant; firſt, on an amerciament for not appearing; ſecond, upon a penalty for breach of the by-laws; third, on an amerciament for keeping ſheep upon the lord's waſte, *Bro. Mit.* 109.

For fines on admiſſion to cuſtomary tenements, *Cliff.* 244.

On ſtatute, and for an amerciament on a leet, 1. *Bro.* 209.

Plaintiff, ſeiſed of a manor, had a leet, defendant was amerced for his default; and at another court was amerced for *wabo* put into running water, *Aſh.* 170.

Plaintiff, ſeiſed of a manor, held a leet; cuſtom in the manor that capital pledges preſent defaults in certain articles; defendant, a capital pledge, was ſworn and departed before verdict returned, *Ro. Ent.* 151. *Le. Int.* 63.

Count in debt for a fine on alienation of a copyhold, 1 *Lev.* 327.

Plaintiff.

Plaintiff, ſeiſed of a manor, had common of paſture in ſeveral lands held of the manor and court baron, &c. Defendant incloſed lands, for which he was *amerced* in a court baron at ſix ſhillings and eightpence for a penalty of twenty ſhillings impoſed for leaving them open; defendant forfeited the penalty, and at another court defendant was amerced for incloſing the ſaid lands, *Co. Ent.* 118.

Foreign Judgments. (5)

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272. Declaration in debt on a decree in the court of ſeſſions of Scotland, for one thouſand pounds, deducting therefrom certain ſums which had been paid.
273. Declaration in a judgment for debt in the ſupreme court of judicature in Jamaica, for current money. 2d Count, on a bond for ditto, defendant being a ſurviving obligor.
273. Declaration on a judgment recovered in the court of ſeſſions in Scotland.

Debt on a judgment in Jamaica. Plea, *nul tiel record*, - Doug. 1

Port Dues. (6)

275. Declaration by the leſſee of the corporation of Saltaſh, for port dues.

II. DEBT ON SPECIALTIES.

Articles of Agreement. (*See* Indentures—Leaſes—*poſt.*) (7)

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277. Declaration for the penalty in a ſealed agreement, with common Counts for work and labour.
294. Declaration in debt for the penalty in an agreement to pay money to the plaintiff, upon his conveying certain premiſes, and executing certain deeds, averring that the deeds were prepared and the plaintiff willing to execute, but the defendant refuſed, &c.
298. Declaration for the penalty for the non-performance of articles of agreement, at the ſuit of aſſignees of a bankrupt, who had been in the poſſeſſion of a tavern on a leaſe granted him by one A. B. againſt defendant for not fulfilling the agreement he had entered into for taking the leaſe of the tavern (which the plaintiff was .oget aſſigned from A. B. to the de-

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fendant; as alſo the fixtures, &c. to be fairly appraiſed, and alſo the ſtock of liquors; and the plaintiffs were to clear the houſe of all taxes, and to pay half the expences of the aſſignment of the leaſe; the goods were valued, &c. &c. but the defendant refuſed to perform, &c.

307. Declaration for the penalty in articles of agreement to accept and pay for plaintiff's rabbits at a certain price, on delivery by him at the defendant's houſe at certain times during the ſeaſon, and to cure and dry the ſkins; breach, that plaintiff delivered, but defendant did not pay, &c. Plea, performance of articles.

303. Declaration by the plaintiff, who had agreed to ſerve the defendant on board a ſhip for ſo much money as was uſually allowed by his majeſty's conſul at L. no conſul being appointed, the defendant refuſes to make the plaintiff any ſatisfaction for his ſervice.

281. Declaration in debt for the penalty on non-performance of articles of agreement. Plea tender, that the expences and proceedings did not amount to fourteen pounds, but only three pounds, which defendant offered to plaintiff. Replication, that the expences amounted to more, to wit, fourteen pounds.

284. Declaration in debt for a penalty for the non performance of articles of agreement in not paying the purchaſe money for an allotment of land appertaining to three meſſuages of plaintiff's, which plaintiff by the articles ſold to defendant. Plea, 1ſt, that he did pay, &c.; 2d, that plaintiff had nothing in the three meſſuages that could enable him to convey to defendant the allotment. Replication; rejoinder; demurrer.

288. Declaration in debt upon articles of agreement for the ſale of brewing and dairy utenſils, for crops of corn and graſs, agreeable to a valuation.

290. Declaration in debt for the penalty of breach of agreement for the ſale of freehold premiſes, in not producing a complete title.

296. Declaration, defendant and his wife having diſagreed, defendant entered into an agreement, whereby he covenanted that he would behave peaceably towards her and let her have the managing of his buſineſs for their mutual advantage, which he did for ſome time, and then refuſed to let her have any thing to do with it.

309. Declaration by original in B. R. againſt a houſe-carpenter in debt, for the penalty in ſealed articles of agreement, for not doing his part of the work in altering a houſe, whereby the other workmen were delayed in theirs, and plaintiff was put to expence

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of hiring lodgings, and injured in buſineſs of keeping a boarding-ſchool.

314. Declaration in debt for a penalty contained in articles of co-partnerſhip between two attornies, by which it was ſtipulated, that on a diſſolution of the co-partnerſhip, defendant could not carry on buſineſs within twenty-five miles.

316. Declaration in debt in the Kingſton court for a ſchool-maſter, on a ſpecial agreement to teach defendant's daughter for a certain ſum per quarter, averring that he taught her a part of the quarter, and was ready, and tendered to continue his inſtructions, but defendant diſpenſed with it, and took his daughter away. Other Counts for work and labour, and money paid, &c. in debt.

317. Declaration for a penalty contained in articles of agreement, whereby defendant, who was a baker, agreed, upon aſſignment of his premiſes to plaintiff, not to intermeddle with his buſineſs and cuſtomers in that pariſh.

319. Declaration in debt for the penalty of breach of agreement for the ſale of freehold premiſes, in not producing a complete title.

323. Declaration in debt for the penalty of non-performance of articles of agreement, in not paying the purchaſe money of premiſes bought by defendant of plaintiff, which was to be paid for part in money and part by an eſtate which defendant was to convey to plaintiff.

326. Declaration, defendant and his wife having agreed to live ſeparate from each other, he was to pay her a certain ſum of money yearly for her ſupport. This action is brought by a third perſon, who was choſen by the parties to recover the money agreed to be paid by the defendant to his wife.

327. Declaration in debt at the ſuit of an executrix, for the arrears of an annuity.

331. Declaration on an agreement, that defendant would take of plaintiff all his ſtock of a farm, and all the crops that were growing, at a fair valuation by two indifferent people; the things were valued, and the defendant refuſed to pay the money.

332. Declaration in debt on ſealed articles of agreement to pay the taxed coſts of an action for defamation, brought by plaintiff againſt defendant, and of advertiſing an acknowledgment by defendant in conſideration of plaintiff's diſcontinuing his ſuit; and common Counts in debt; and for money had and received, laid out, &c.; and an account ſtated.

Declaration on articles of apprenticeſhip, by the maſter againſt the father of the apprentice, for the abſenting himſelf

	PRECEDENTS *in* BOOKS *of* PRACTICE, REPORTERS, &c.
ſelf from plaintiff's ſervice. Plea, that plaintiff was and is incapable of teaching and inſtructing the apprentice in the arts of a writing-maſter and accountant, for which reaſon he abſented himſelf. Replication, that plaintiff did teach the apprentice till his abſenting himſelf, and traverſes his incapacity, - - - -	Mor. Pr. 550 *Ibid.* 551 *Ibid.* 553
Declaration for the penalty of a deed-poll (made in conſideration of a hundred pounds for the payment of the like ſum out of plaintiff's wages as purſer of a man of war), no wages being due to plaintiff, - -	*Ibid.* 554
Declaration for an annuity granted by defendant to plaintiff in conſideration of faithful ſervice for her; defendant craves oyer of the deed whereby the defendant covenants to pay annuity if the ſame be perſonally demanded, and pleads that the plaintiff did not demand the annuity. Upon demurrer thereto judgment was for the plaintiff,	1. Wilſ. Rep. 201
Non eſt factum to a bill or indenture, - -	1. R. Pr. 146.
Declaration in debt for rent upon articles of agreement, againſt an adminiſtratrix, accrued in life of inteſtate,	2. R. Pr. C. P. 258
Plea of performance of condition of debt, for a penalty. Replication, ſhewing a particular breach in not paying a ſum of money. Demurrer; joinder; and continuance,	Lill. Ent. 115
Declaration in debt for one hundred pounds penalty upon articles of agreement, that the plaintiff ſhould make to the defendant a good conveyance of certain lands in conſideration of five hundred and three pounds, to be paid by him to plaintiff at the houſe of ſir F. C.; both parties bind themſelves in one hundred pounds for the true performance; averment, that the plaintiff and one R. M. who was poſſeſſed of the reſidue of two terms of years, ſealed indentures of leaſe and releaſe of the premiſes, and delivered the ſame to the uſe of the defendant, who refuſed to agree to or accept the ſame, and hath not paid the ſaid five hundred and three pounds to plaintiff, according to the form of the ſaid articles, by which an action hath accrued to the ſaid plaintiff, to demand the ſaid one hundred pounds, &c. - - -	1. Ld. Raym. 400
Declaration in debt for the penalty on articles of agreement for the purchaſe of a farm. Plea, that the plaintiff was not capable of making a good title to the defendant; and that after making agreement, &c. plaintiff cut down timber, whereby plaintiff diſabled himſelf from performing his agreement; for which reaſon defendant declined to execute on his part. Demurrer; joinder, - -	H. Bl. Rep. 272
Declaration in B. R. on an action of debt for an annuity granted by defendant to his wife before marriage, -	2. Mod. Ent. 244
Plea to debt for penalty on articles of agreement, that plaintiff did not convey to defendant the premiſes mentioned in the agreement, and that plaintiff had no eſtate in the premiſes, - - - -	4. T. R. 761

On articles for payment of money in two days, *Wilf. Ent.* 154. For payment of money for the free ingreſs, egreſs, and regreſs in and upon plaintiff's lands. *Bro. R.* 187.

On articles, &c. in which defendant agreed with plaintiff, among other things, that he ſhould retain, teach, and uſe him as an *apprentice* in the art of ſurgery, in his own houſe, during the whole of the term, and for performance of the premiſes bound himſelf in twenty pounds; and breach aſſigned, that defendant within the term ſent his apprentice to India. *Wilf. Ent.* 269. *Hob.* 134.

For rent upon articles for a year, and afterwards from quarter to quarter, until a quarter's notice was given, *Bro. Met.* 137.

On agreement, that defendant ſhould enjoy a ſtall in the market, *Clift.* 238. On ſeveral demiſes, the one for a term, the other at will, *Ibid.* For rent and an account, *Ibid.* 293. For rent on articles, &c. *Ibid.* 240.

On articles for payment of twenty pounds to plaintiff for free ingreſs, &c. 1. *Bro.* 106,

Debt for two hundred pounds on marriage articles; after oyer, defendant demurred, and judgment for plaintiff, and no notice taken by the court of the variance between the declaration and articles, for that the recital in the firſt part of the articles was non-ſenſical, 1. *Lut.* 436.

Debt on a writing, wherein defendant covenanted and bound himſelf to pay one hundred pounds per ann. by quarterly payments for ſeven years, if huſband and wife ſhould ſo long live. Plaintiff, by his Count demands four payments where ſix were due, and judgment by *non jum inform.* but afterwards reverſed in exchequer, for that it did not ſhow for what days, and adjudged bad, 1. *Lut.* 457.

Debt on an agreement in writing reſpecting a wager of one hundred guineas, concerning a throw of the dice at back-gammon, and determined by the groom-porter. Plea 16. C. 2. againſt exceſſive gaming. Demurrer, and determined againſt the plea, and judgment for plaintiff in C. B. notwithſtanding ſeveral objections to the Count; but reverſed in B. R. on an objection to the Court, 1. *Lut.* 484.

Debt for one hundred pounds on articles; plaintiff covenants with defendant on or before ſuch a day to make to him a good conveyance of the meſſuage in S. in the county of Bucks; and defendant covenants with plaintiff, that at the time of the execution, &c. of ſuch conveyance, and in conſideration thereof, he ſhould pay to plaintiff or his aſſigns five hundred pounds at the houſe of ſir F. C. at Temple Bar, and the parties are bound to perform. Averment, that one M. leſſee for years of the meſſuage, &c.; and plaintiff, reverſioner, made a leaſe and releaſe, &c. and delivered to the uſe of defendant, &c. Demurrer to declaration, and judgment for defendant, 1. *Lut.* 565.

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Declaration in debt for money under an award, in purſuance of an order of *niſi prius*.

337. Declaration in debt on an award on a reference to arbitration at the ſittings at Guildhall, a juror withdrawn.

339. Declaration in debt on an award, where an umpire was choſen, who made his award.

341. Declaration

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344.	Declaration in debt upon an award agreeable to an order of reference made in court, upon the withdrawing of a juror, where one of the arbitrators refused to act.	
347.	Debt on an award by umpirage, against defendant and his surety, who entered into a bond to abide by his determination.	
350.	Declaration on an award made pursuant to a rule of court on a motion for a new trial, whereby the defendant was ordered by the arbitrators to give up all the deeds, &c. and pay all costs, four times the amount of the costs of the new trial, and of the replevin suit.	
354.	Declaration in debt against defendant, for non-payment of money awarded by an umpire after submission to arbitration, by rule made at *nisi prius* at the assizes.	

Declaration in debt on award by an umpire, after arbitrator could not agree, - - - 2. Mod. Ent. 219. 2. Saund. 127
On award without an umpire, - - - 2. Mod. Ent. 243

Declaration by *administrator* on award made in the lifetime of testator, *Re. Dec.* 186.

By *baron and feme* wife whilst sole, and defendants submitted themselves to stand to the award of two arbitrators, as to all matters in litigation; award that defendant should pay to the wife, whilst sole, on a day certain, eighteen pounds in satisfaction of her portion, and that the wife, on the receipt thereof, should release to defendant, *Tw.* 107. 3. *Br.* 149. *Ast.* 187.

Plaintiff and defendant submitted themselves to the award of two arbitrators concerning subtraction of tithes, and award that defendant should pay plaintiff twenty pounds in full satisfaction of all demands whatsoever, and no release, *Tw.* 116.

Submission of all trespasses; award that defendant should pay plaintiff ten pounds, and that plaintiff and defendant should give each to the other a general release, *Han.* 69 77. 89. *Inst. Cl.* 323. *Ra. Ent.* 153. *Co. Ent.* 159. *Ast.* 200.

Submission of all demands, &c.; award that defendant should pay plaintiff thirteen pounds in full satisfaction of all demands, no release, *Han.* 91.

Submission to an arbitrator by parol; award that defendant should pay plaintiff twenty pounds, no release, *Han.* 91. By *administrator*, *Re. Dec.* 186.

Submission to the award of two arbitrators, to be made before the day in the writing mentioned, of all controversies, &c. and if they should not agree to the arbitration, an umpire to be chosen by the arbitrators. Umpirage made, that defendant should pay to plaintiff fifteen pounds in full of all debts, &c. 2. *Saun.* 61. *Re. Dec.* 398. 2 *Mo. Intr.* 149. Similar submission, and if the arbitrators could not make their award, then to R. the umpire who awarded that defendant should pay plaintiff nine pounds on a day certain, and upon payment thereof plaintiff and defendant should give each to the other a general acquittance. Demurrer, 2. *Saun.* 127. Submission of all trespasses; award that defendant should pay plaintiff

tiff ten marks in ſatisfaction of all treſpaſſes, *Pl. Gen.* 276. 314. Submiſſion of a certain ſubject matter, and all other treſpaſſes; award of payment, &c. to plaintiff, *Ibid.* 249.

Plaintiff and defendant ſubmitted themſelves to an award concerning the repair of a rectory demiſed, and all other matters in controverſy; award that he ſhould pay plaintiff four pounds in ſatisfaction of repairs, and all other controverſies, *Ra. Ent.* 153. *Vet. Int.* 64.

Plea, no award made by arbitrators, but umpire nominated, and awarded defendant to pay plaintiff forty pounds, that he had paid it. Replication after *oyer* of the award, that defendant had not paid the ſaid forty pounds. Demurrer, and judgment for plaintiff, 1. *Lut.* 441.

Debt on Bills Penal and Single (9).

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361.	Declaration in debt on bill penal, at ſuit of obligee againſt obligor.	
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Declaration on a bill penal, - - -	Mor. Pr. 494
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Declaration in C. B. in debt on a bill penal for ſixty pounds, by *adminiſtrator* of R. againſt defendant, as *heir* of B. profert of letters of adminiſtration, - - -	2. Mod. Ent. 180
Declaration on a bill penal by an *executor* againſt an *heir*. Plea, *riens per diſcent*. Replication that he had lands by deſcent, and iſſue, - - - - -	*Ibid.* 226
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Debt on bond for performance of an award; plea, *nul agard* made. Replication, ſetting forth award, and averment that plaintiff was ready at the day and place aforeſaid, and tendered the money awarded, and that no perſon was ready to receive it; and *tout temps priſt* ſince; and breach aſſigned, that defendant had not delivered quiet poſſeſſion of the meſſuage, &c. *Ibid.* 520.

Debt on bond to perform award of umpire. Plea, that umpire awarded defendant to pay plaintiff ſix pounds, and that afterwards he ſhould releaſe to plaintiff, and permit plaintiff to enjoy a certain cloſe. Averment of payment of ſix pounds, and that he was always ready to make a releaſe, and had not diſturbed plaintiff in the enjoyment of the cloſe. Replication, confeſſes the award, *prout*, but he further awarded, that on payment of ſix pounds, the plaintiff ſhould make defendant a general acquittance; and that he avers, that defendant had paid the ſaid ſix pounds, but did not take iſſue on that, but traverſes that the umpire awarded only as the defendant had alledged, 1. *Lut.* 525.

Plea to arbitration bond; no award by arbitrators, nor by umpire. Replication, that arbitrators did not award, but ſhews the award of the umpire, and breach for non-payment of five pounds. Demurrer thereto, and judgment for plaintiff; and the court ſaid, that the arbitrament was final, and that the words "towards his charges," ſhould be taken in ſatisfaction of "all charges," 1. *Lut.* 530.

Debt on bond to perform award of an umpire, ſo that the award be made in writing, or by parol, before two teſtimonies. Plea, no award made by arbitrators or umpire. Replication, that umpire made his award in terms, but did not ſay before two teſtimonies, and for that it was bad, 1. *Lut.* 536. 538.

Plea to award, no award made. Replication, that the arbitrator awarded that defendant ſhould pay plaintiff twelve pounds on a certain day, and that defendant ſhould take a mare and foal within one week from the plaintiff. Breach, for non-payment of twelve pounds; award held good, 1. *Lut.* 529. 540.

Debt on bond to perform an award, and to be made of the premiſes. Plea, no award. Replication, ſetting out the award; and breach aſſigned, that defendant had not paid ſaid eleven pounds according to the form and effect of the award. Demurrer, 1. *Lut.* 545.

Plea (to debt on bond to perform an award); no award or umpirage made. Replication, ſhewing the award of umpire; and breach, that defendant did not pay twelve pounds fifteen ſhillings. Demurrer, and judgment for defendant (the ſubmiſſion being conditional), for that the award of delivery of the books, without alledging them to be in boxes, was uncertain and void, and therefore void *in toto*, 1. *Lut.* 550.

Debt on bond to perform an award of two arbitrators to be made under their hands and ſeals. Plea, no award made. Replication, that arbitrators took upon themſelves the burthen of the ſaid award, by writing indented, and they awarded without the words (*and*) that defendant ſhould pay plaintiff ſixty-ſix pounds at the then dwelling-houſe of plaintiff in Senock *aforeſaid*, Senock not having been before-mentioned, and exceptions taken to the replication, but judgment for plaintiff on demurrer, 1. *Lut.* 558.

Plea (to debt on arbitration bond) no award made. Replication, ſhewing the award; breach, non-payment of eighty-three pounds. Rejoinder, that plaintiff did not ſubmit. Demurrer, and judgment for plaintiff, *ibid.* 571.; and he ſhews where award might be good, by reaſon of remedy in equity, and where the thing awarded to be done to a ſtranger to the ſubmiſſion ſhould be good; and alſo when an award would be good, how a releaſe is awarded, for that the bond of ſubmiſſion would be by that releaſed, 1. *Lut.* 571.

Declaration on bond to perform an award on a conditional ſubmiſſion. Plea, that arbitrators awarded defendant on or about the fifteenth of January then next to pay to plaintiff fifty pounds, and that defendant, at a certain time and place, ſhould make open confeſſion of his offence for battery of plaintiff; that he had paid fifty pounds, and that plaintiff had appointed the time, &c. Replication, that the arbitrators, within the time limited by the condition, made their award, &c. for that they awarded defendant to pay plaintiff fifty pounds for coſts of ſuit, &c. and moreover awarded the confeſſion in the plea to be made, and beſides, that on payment to give releaſes to each other, that he had appointed time and place, &c. and given notice to defendant, and that defendant had not paid, &c.; and this, &c. Demurrer. Replication adjudged good after ſeveral objections, 2 *Lut.* 1507.

Plea (to debt on arbitration bond), no award made. Replication, ſhewing award, and breach for non payment of twenty-eight pounds twelve ſhillings and ſixpence. Demurrer, where another perſon was party to the ſubmiſſion, 2. *Lut.* 1617.

Debt on bond to perform an award, and defendant awarded to pay to plaintiff two hundred and fifty pounds in full ſatisfaction of his part and ſhare of the eſtate of H. P. at ſeveral days. Plea, no award made. Replication; breach, that defendant had not paid the ſaid one hundred pounds on the twenty-fifth of March. Rejoinder, that H. P. made a *nuncupative* will, and named his wife and M. plaintiff's wife, executors, and that plaintiff's wife died before the ſubmiſſion, and that the diſpute was concerning all the perſonal eſtate of the ſaid H. P. that was ſubmitted, and that the award was not of the perſonal eſtate. Judgment for plaintiff on demurrer, 1. *Lut.* 382.

Debt on bond to perform an award brought by an *executor*, for that among other things it was awarded, that plaintiffs' teſtator, on delivery of their award to him, ſhould pay plaintiff twenty-nine pounds two ſhillings and tenpence halfpenny. Breach aſſigned for non-payment of the money. Judgment for plaintiff on demurrer, 1. *Lut.* 389.

Bail Bonds.

1. By Sheriff.
2. By Aſſignee. } (14).

Vol. V. Page		Precedents in Books of Practice, Reporters, &c.
466.	Declaration in debt on an aſſignment of a bail bond.	
470.	Declaration by aſſignee of the late ſheriff of Oxford, on a bail bond, againſt one of the ſureties given upon an arreſt by a ſpecial *teſtatum capias*.	
472.	Declaration by an adminiſtratrix and aſſignee of a ſheriff on a bail bond, againſt defendan, who had been arreſted at the ſuit of plaintiff, (as adminiſtratrix), and was in the cuſtody of ſheriff, who took a bond for his appearance in the court of K. B. but he did not appear, &c	
474.	Declaration at the ſuit of aſſignees of the late ſheriff of a county palatine, on a bail bond given to him for his appearance of a perſon in his cuſtody, at the return of a *teſtatum capias ad reſpondendum* out of the C. B at Weſtminſter into the county palatine of L.	
477.	Declaration at the ſuit of aſſignee of a ſheriff on a bail bond, againſt one of the bail, the bond having been forfeited by the original defendant not appearing at the return of the writ.	
483.	Declaration in debt on a bail bond at the ſuit of ſheriff, who had been knighted after making the bond.	
484.	Declaration in debt at the ſuit of aſſignee on the bail bond againſt one of the bail, in the common pleas.	
487.	Declaration by aſſignee of the ſheriff on a bail bond, againſt the principal original ſuit by bill of Middleſex.	
	Plea, *comperut ad diem* to a bail bond. Replication, *nul tiel record*. Rejoinder, *habetur tale record*. Default, *non proſequitur record*; judgment, - -	1. R. Pr. B. R. 189. Lill. Ent. 498
	Declaration in C. P. on a bond given to the ſheriff of Middleſex, the ſurviving ſheriff againſt the obligor, -	Mor. Pr. 495
	Debt on bail bond, by aſſignee of ſheriff againſt principal, -	Lill. Ent. 176
	In B R. by the aſſignees of the ſheriff on a bail bond, againſt one of the bail, - -	Mor. Pr. 496. Lill. Ent. 173. 175
	Plea by one of the bail, 23. Hen. 6. c 9 that the bond was given for eaſe and favour ſhewn by bailiff to defendant in the principal action upon a ſecond arreſt, after the preſent plaintiffs had upon the former arreſt voluntarily permitted	

to

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the defendant in the principal action to go at large. Replication, that the plaintiffs did keep defendant in custody until he gave bond for his appearance; and traverſing that the ſame was given for eaſe and favour. Rejoinder, that the ſame was given for eaſe and favour, - -	Lill. Ent. 507. 511
Debt on arbitration bond by bill of Middleſex, by *latitat*. -	*Ibid.* 173. 175
Plea to an action in a bail bond, that no *capias ad ſatisfaciendum* was ſued out againſt the principal. Replication, that a *capias ſatisfaciendum* was ſued out againſt the principal which was returned and filed, - - - -	*Ibid.* 512
Plea to an action on a bail bond, that no ſuch *alias* bill of Middleſex was ſtated in the declaration iſſued againſt the principal. Replication, that ſuch *alias* bill of Middleſex did iſſue againſt principal, - - -	*Ibid.* 514
B. R. at the ſuit of aſſignee of a bail bond; debt on bail bond; debt againſt the bail on a bond, - - -	Lill. Ent. 173
Debt on bail bond at the ſuit of an attorney, - -	1. R. Pr. C. P. 455
Declaration in debt on a bail bond, - - -	2. R. Pr. C. P. 248
Plea to debt on bail bond in B. R. againſt principal, that he appeared at the return of the writ according to the condition. Replication, *nul tiel record*. Rejoinder, that there is ſuch record, - - - - -	Lill. Ent. 114
Plea to an action upon a bail bond againſt the bail, the ſtatute of 23. Hen. 6. c. 10. and that the ſame was taken for eaſe and favour of the defendant in his impriſonment. General demurrer thereto, and joinder, - - -	*Ibid.* 126
Declaration in debt upon a bail bond. Imparlance; oyer of the bond; plea, the ſtatute 23. Hen. 6. c. 10. with an averment, that the bail bond was executed after the return of the writ, and not before. Demurrer and joinder, *cur. ad. vult.* - - - -	Ld. Raym. 349
Declaration in C. B. upon an aſſignment of a bail bond againſt the principal, by the aſſignee of the ſheriff, - -	2. Mod. Ent. 181
B. R. at the ſuit of aſſignees againſt the principal in a bail bond,	Lill. Ent. 176
Declaration upon an aſſignment of a bail bond againſt the principal, by aſſignee of ſheriff, - - -	2. Mod. Ent. 181
By aſſignees againſt principal on a bail bond, - -	Lill. Ent. 176

Declaration againſt ſheriff on three bonds for appearance, and defendant, after *oyer*. Demurrer, 1. *Sand.* 288. *Bro. P.* 222. 2. *Vent.* 234.

By bailiff of a liberty of Weſtminſter, for appearance. 1. *Sand.* 14.

Debt on bail bond by *adminiſtrator* of J. P. Plea, after oyer of bond and condition, ſtatute 23. Hen. 6. and that a writ was ſued out; that it was not warranted by the obligation, &c. Replication, that the writ was warranted by the obligation, &c. Demurrer, and adjudged for plaintiff, that the writ and count did not mention that the intereſtate was ſheriff, 1. *Lut.* 619. Like pleas, and writ and count adjudged bad, becauſe P. P. to whom the plaintiff is *adminiſtrator*, was not named in them, late ſheriff of the county of S.

Debt on bond *by the ſheriffs* of London on a bail bond, but in the declaration it is not alledged that it was made to them by the name of ſheriffs: after *oyer* of the bond, the condition is only in *hæc verba*, and the defendant pleads that it is a fictitious writ to make the bond within the ſtatute 23. Hen. 6. which he pleads. Re-

plication, and prays that the bond itſelf ſhould be entered in *hæc verba*, which is done, and then ſets out the writ, and that the taking of the ſaid bond is warranted by the writ, and by this mean judgment was for plaintiff, 1. *Lut.* 680.

Baſtardy Bonds (15).
(*See* Indemnity Bond, *poſt.* 534.)

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490.	Declaration by the pariſh officers againſt one of the ſureties, the putative father, upon a bond given by him to indemnify the pariſh againſt a baſtard child likely to become chargeable to the pariſh.	
	Debt on bond to indemnify the plaintiff from the charges of a baſtard child. Plea, that the mother took the child away. Replication, that it hath ſince become chargeable to the pariſh, and the plaintiff hath been obliged to pay. Replication, that the child was in the mother's keeping, and that it was not in the defendant's power to take it from her: the plea held bad on demurrer. Judgment for plaintiff, - -	1. Wilſ. R. 1262
	Debt on a baſtardy bond againſt the reputed father. Plea, that after the filiation, and the execution of the bond, the mother removed to another pariſh, and was there delivered, whereby the child became ſettled there, and that if plaintiffs have been damnified, it was of their own wrong. Replication, that the mother was ſettled in plaintiff's pariſh, and that ſoon after its birth ſhe returned with it, and have ever ſince continued with them, but the defendant never contributed toward the child's ſupport, ſo that plaintiffs, for fear it ſhould die were obliged to, and did otherwiſe than of their own wrong maintain it. Rejoinder *de injuria ſua propria*, -	Doug. Rep. 7
	Debt on baſtardy bond. Plea 1ſt, *Non eſt factum*; and 2d, *Non damnificati*. Replication to the 2d plea, that F. W. was delivered of two children, and that defendant, nor any one for him, provided nouriſhment, &c for them; by reaſon whereof, &c. Rejoinder, that no juſtices order was ever made for the maintenance, &c. and ſo if damnified, was their own act and wrong. Surrejoinder, that they were damnified on account of the maintenance, &c. within the meaning of the condition of the bond, and not by their own wrong; and iſſue, - - - -	1. H. Bl. Rep 253
	Declaration in debt by churchwardens upon bond of indemnity againſt a baſtard child, - - - -	Pl. Aſſ. 366

By churchwarden on a baſtardy bond, 2. *San.* 80.

Bottomry and Reſpondentia Bonds (16).

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510.	Declaration in debt on a reſpondentia bond for Arcot rupees, averring their value in Engliſh money, againſt two joint obligors, where one is outlawed, being out of the kingdom at the time of the commencement of the action.	
	Declaration upon a bottomry bond in B. R.; continuances; demurrer; joinder; continuances of the demurrer; judgment; errors aſſigned, - - - - -	2. Mod. Ent. 228

Debt on bond, with condition, that if a certain ſhip was ſafe in the iſle of M. on a certain day, well and ſufficiently manned, victualled, tackled, and provided for a certain voyage, &c. and having finiſhed it, ſhould return to Plymouth, or any other port in England, and pay to plaintiff one hundred and twenty pounds. Plea, that the veſſe was well manned, victualled, and tackled, but by the force of the wind was diſabled from performing her voyage. Judgment for plaintiff, for *that defendant did not ſhew in his plea that ſhe was ſufficiently provided for*, 1. *Lut.* 698.

Indemnity Bonds, and to Account (17).
(*See* Debt on Bonds for Performance of Covenants, and Baſtardy Bonds, *ante*. 532).

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517.	Debt on bond at ſuit of adminiſtratrix againſt ſurety, for the faithful accounting of a clerk, and to indemniſy.	
528.	Debt on indemnity bond, obligees againſt obligor by original in K. B. with condition to indemnify the ſheriff of Middleſex in retaining *multa bona* after ſeizing on *fieri facias* againſt defendant.	
536.	Declaration to debt on bond, obligees at the ſuit of obligor, the wife of defendant	
542.	Declaration in debt on bond at the ſuit of the knight marſhal.	
	Declaration in debt upon an obligation againſt one of the ſureties therein, for honeſty and fidelity of a broad clerk to a	

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brewer. The defendant craves *oyer* of the condition, which is set forth; and pleads, 1ſt, that it is not his deed; 2d plea, that at the time of making the obligation, the plaintiff carried on the trade of his own account, only without a partner, and until ſuch a day and year when the plaintiffs entered into partnerſhip in the trade with one J. D. and that all the time the broad clerk ſerved the plaintiff alone he ſerved him honeſtly, and accounted to him juſtly. The plaintiff replies, and aſſigns a breach of the condition, that the broad clerk received ſuch a ſum of money on the partnerſhip account for, and did not pay the ſame to the partners, or either of them. Demurrer to the replication, and a joinder in demurrer. Judgment for the defendant, that breach aforeſaid is not within the condition, - - - 3. Will. 532. 2. Wilſ. Rep. 530

Replication to plea of *non damnificatus* to debt on bond of indemnity, by the executor of the late warden of the Fleet Priſon againſt the jailer, ſhewing the particular damage in the following way: that before the time of giving the bond in queſtion, the plaintiff's teſtator, who was the principal warden, and the defendant jailer under him in the Fleet, and that before the giving of the bond, one Francis Hind was a priſoner in the Fleet, in execution for debt at ſuit of A. H. knight, removed hither from K. B. priſon *by habeas corpus*, and that defendant permitted him to eſcape againſt plaintiff's teſtator, and reverſed judgment, which was afterwards affirmed on error, of which premiſes defendant had notice, ſo ſays he was damnified, - - - - - Lill. Ent. 160. 162

Declaration on a bond againſt a clerk's *ſcrivener*, for his faithful ſerving, accounting, &c. to obligee and his executors. Plea of performance particularly. Replication, ſhewing a particular breach in the time of the execution. Rejoinder, that the clerk and plaintiff's teſtator ſettled account, and that the money ſettled in queſtion was received by the clerk under a new return by plaintiffs; and general demurrer and joinder, - - - - - 1. Tr. Rep. 287

Declaration in debt by churchwarden, upon bond of indemnity, againſt a baſtard child, - - - - - Pl. Aſſ. 366

Plea to debt on bond, that it was conditioned for performance of covenants, which were to indemnify the obligee from all money and debts incurred by wife after ſeparation, and that defendant had performed covenants, - -

Replication, that a judgment was recovered againſt the obligee by an obligor of his wife, and that he paid the debt and coſts, of which the defendant had notice. Demurrer and joinder, - - - - - 3. T. R. 374

Plea to debt on bond for the non payment of ſeveral bills of exchange, conditioned to be paid, with intereſt, from the day of the date, by way of penalty if the ſaid bills were; proteſting, that before the ſuing forth the original writ, the defendant, upon producing ſuch bill with the proteſt, did well and truly pay, &c. together with intereſt, from the day

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of the date, &c. and that the bills were never preſented for acceptance. Replication, that bills were preſented and proteſted for non-payment, and iſſue. Suggeſtion entered, that ſaid ſeveral bills were duly preſented and proteſted for non-payment, - - - - - - 1. H. Bl. Rep. 227

Plea to debt on bond, that it was conditioned for performance of covenants, which were to indemnify the obligee from alimony and debts incurred by wife after ſeparation, and that defendant had performed covenants. Replication, that a judgment was recovered againſt the obligee by a creditor of his wife, and that he paid the debt and coſts, of which the defendant had notice Demurrer and joinder, - 3. T. R. 374

Plea of *non damnificatus* to debt on bond, to indemnify plaintiff for becoming bail for defendant, - - - Lill. Ent. 491

Plea to debt on an indemnity bond, that the principal ſhould pay over all rents which he ſhould receive, and alſo the increaſe and improvements thereof, upon any new contracts or renewal of leaſes of performance by principal in his lifetime, and of executors ſince. Replication, proteſting, &c. that after the writing obligatory, and before exhibiting the bill, a large ſum of money was received by the principal in his lifetime, for the rents, increaſe, and improvements, which he did not pay, - - - - 1. T. R. 482

Plea to debt on bond, conditioned to pay to the officers and ſoldiers of a regiment, all ſuch as defendant ſhould receive from the paymaſter-general for the uſe of the regiment; defendant pleaded in the words of the condition. Replication, that defendant received ſums amounting to, &c. but refuſed to pay a great part thereof. Demurrer, - - - 2. Bur. 272

Declaration by an *executor* on a bond of indemnity, 3. *Lev. Rep.* 102.

On bond to indemnify againſt one of the collectors of the New River, *Bro. R.* 204.

On a bill to indemnify and bear harmleſs, or pay the money, *Pl. Gen.* 231.

Debt on bond bearing date Jan. 10, 33. C. 2. with condition to ſave harmleſs the plaintiffs for being bail by one L. at the ſuit of W. Plea, that plaintiffs were not damnified, &c. Replication, that the ſaid W. in Michaelmas term, 33. C. 2. impleads the ſaid L. in the exchequer, and the plaintiffs in Hilary term, 33. & 34. C. 2. became bail for him; that W. had judgment againſt L. that W. died intеſtate, and that the biſhop of London had granted adminiſtration to L.; that L. did not pay the money recovered againſt him, but that they paid to the ſaid adminiſtrator, 2. *L. L.* 397.

Debt on bond to ſave plaintiff harmleſs of certain ſailors tickets delivered to defendant. Plea, performance. Replication, that he had been arreſted, and expended twenty ſhillings for his diſcharge. Rejoinder, that plaintiff had *falſely* procured himſelf to be arreſted; traverſing that he was otherwiſe arreſted. Demurrer, that rejoinder was a departure. Judgment for plaintiff, *Ibid.* 424.

Debt on bond, with condition to ſave plaintiff harmleſs of another bond in which plaintiff was bound by the defendant, as collector of the New River Company. Plea, that plaintiff was not damnified. Replication, that defendant had received one thouſand three hundred pounds, &c. and had paid it according to the condition for which he was threatened to be arreſted, to prevent which he had paid two hundred and fifty pounds. Demurrer, and judgment for defendant, 1. *Lut.* 470.

Debt on bond, with condition, that P. H. ſhould account for and pay all ſums collected by him for plaintiff for rent. Plea, performance generally. Replication, that P. H. had received ſeven thouſand pounds, and that he had not paid, &c. Rejoinder, that (*wove*) he had received five thouſand pounds, and that he had given to him (*voier*) an account of it, without anſwering to the ſeven thouſand pounds charged by the replication to be received by him. Demurrer, and rejoinder held bad, 1. *Lut.* 579.

Debt on bond made to a bailiff of liberty to ſave harmleſs concerning certain goods levied under a warrant, and goods of one K. and delivered them to defendant on requeſt, who made claim to the goods, and returned *nulla bona*. Plea, *non damnificatus*. Replication, ſhewing how damnified. Demurrer, and judgment for plaintiff, 1. *Lut.* 573.

Debt on bond, with condition defendant ſhould pay to plaintiff ten pounds in January enſuing, provided that plaintiff ſaved harmleſs, &c. one T. S. from all coſts, trouble, &c. which might ariſe by reaſon of plaintiff's being with child. Plea, that ſhe had ſworn before a juſtice of peace that the ſaid T. S. was the father of the ſaid infant, on which the ſaid T. S. was taken and compelled to find bail, &c. Replication, that the plaintiff on, &c. was delivered of an infant born a baſtard, begotten by the ſaid T. S. and that T. S. was never damnified, by reaſon of the maintenance of the infant. Judgment on demurrer for plaintiff, *as that the* intent *of the condition* was ſolely to ſave T. S. harmleſs from the maintenance of the infant. 1. *Lut.* 667.

Replevin Bonds.

1. By Sheriff. } 16)
2. By Aſſignee. }

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1. Declaration in debt by *aſſignee* of a replevin bond.
6. Declaration on a replevin bond, where the cauſe was removed from the county court into C. B.
9. Declaration on *aſſignment* of a replevin bond for want of a rejoinder.
12. Declaration on a replevin bond after removal by *recordari*, to B. R. and judgment for plaintiff on two demurrers to replications to pleas in bar, and verdict on two iſſues on two other replications; all proceedings ſet out.
13. Declaration where plaintiff's goods had been ſeized as a diſtreſs for arrears of rent. Suit proſecuted between the parties, and the goods of tenant delivered to plaintiff irrepleviable. The ſheriff had received a bond from defendant and one A. B.; bond aſſigned, and the preſent action brought by aſſignee.
24. Declaration by aſſignee of a ſteward of a court duly authoriſed to grant replevins on a replevin bond againſt

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	one of the bail. The diſtreſs was made by the plaintiff for rent due to him. The ſuit was removed in o C. B. where plaintiff obtained judgment for a return.	
	Declaration by landlady (who diſtrained for rent), aſſignee of a ſheriff, upon a replevin bond againſt the principal. The plaint was removed by *re. fa. lo.* into C. B. where the preſent defendant declared the preſent plaintiff avowed, but the preſent defendant did not plead, - -	Mor. Pr. 500
	Declaration in debt on replevin bond; defendant craves over of the bond and condition. Plea, that bond was given to the plaintiff upon a replevin made, &c. by pretext of the ſtatute Eliz. 1.; and that it is not warranted by that ſtatute, becauſe it is to indemnify the ſheriff, &c. Demurrer; joinder, - - - -	3. Ld. Raym. 143. N. Ed.

Debt on bond to proſecute a replevin in the county court, and to indemnify the ſheriff. Plea, ſtatute 13. Edw. 1. judgment for plaintiff, 1. *Lut.* 686.

Debt on Bond for performance of Covenants and Conditions.

(*See* alſo Debt on Award—Arbitration Bonds—Indemnity Bonds—Indentures—Articles of Agreement—*ante.*)

	Precedents *in* Books *of* Practice, Reporters, &c.
Debt on bond; conditioned that defendant *ſhould not exerciſe the buſineſs of a ſurgeon* within ten miles of plaintiff's reſidence. Plea, that it was agreed that defendant ſhould become an aſſiſtant as long as it ſhould pleaſe plaintiff, and that defendant ſhould not exerciſe the buſineſs within a certain diſtance; that plaintiff without any miſconduct diſmiſſed defendant. Replication, that he was guilty. Special demurrer, that it was not alledged in the replication *how* or in what manner defendant was guilty of miſconduct, - - - -	5. T. R. 118

Debt on bond, that a joint adminiſtrator ſhall render an account of the goods that ſhall come to his hands as adminiſtrator, and ſhall make equal diſtribution, 1. *Saund.* 100.

On bond, with condition to collect and receive money on a *brief*, and render an account, *Re. Dec.* 238.

That a ſtranger ſhall perform a decree of the court of chancery, and make a releaſe, 1. *Saund.* 212.

That defendant would ſurrender copyhold lands at the next court, and obligee ſhould poſſeſs and enjoy them, *Ibid.* 145.

On bond for performance of covenants by the aſſignee, on indenture of aſſignment to him, *Ibid.* 51. 2. *Bro.* 68.

For

For performance of inſtructions relative to the poſt-office, 2. *Sand.* 404.
On bond to perform covenants, 2. *Bro. 68. Bro. R.* 246.
To perform articles about a way, *Lee. Ent.* 47. To make a leaſe, *Re. Dec.* 232.
Debt on bond to perform articles between a brewer and innkeeper by which the plaintiff was to derive to defendant an inn in A. and amongſt other covenants the plaintiff was to ſerve the inn with ale and ſtrong beer. Plea performance generally. Replication, that plaintiff ſaid that he made the ſaid demiſe, &c. and that he was at all times ready to ſerve the inn, &c.; but for breach ſaith, that the defendant, during that term, had beer and ale of other brewers, and to ſell it in the ſaid inn. Demurrer. 1. *Lut.* 374.
Debt on bond to perform covenants in a leaſe for years of a mill made by plaintiff to defendant by indenture, and that plaintiff covenanted with the defendant to provide and allow divers things by name, and alſo made other covenant for repair of the mills, and a diſtinct covenant. Defendant covenanted to repair the mill, &c. and pleads performance generally. Replication, that plaintiff had permitted the mills to be in decay and flow in part for want of repair. Rejoinder, that he had requeſted the plaintiff to allow him timber, &c. and that he had refuſed to do it. Demurrer thereto. 1. *Lut.* 304.
Debt on bond to pay two hundred and ſixty-ſix pounds, &c. on the eleventh of March then next giving ten days notice of the ſame in London. Plea, tender over, that plaintiff gave no notice. Replication, that defendant had not paid the money according to the form of the condition. Rejoinder, that plaintiff had not given notice. Judgment for plaintiff on demurrer, 1. *Lut.* 310.
Debt on bond for good behaviour of an apprentice, and among other things that the apprentice from time to time, on reaſonable demand made, ſhould render an account, &c. Plea, performance of all ſpecially pleaded. Replication, aſſigning breach, that certain goods came to his hands on a certain day at L. in parts beyond the ſeas, and he was requeſted to render an account of them. Demurrer, 1. *Lut.* 386. and replication held bad.
Debt on bond by huſband and wife, on condition in effect to perform covenants in certain articles, one of which was to pay to plaintiff, then a widow, ten pounds per ann. ſo long as defendant and plaintiff ſhould cohabit. Breach for non-payment of ten pounds. Plea, that plaintiff and defendant at the time of making of the bond and articles, or ever ſince, never cohabited. Demurrer, and judgment for plaintiff; for that the words muſt be taken to intend living together at the time, and not in the place, 1. *Lut.* 555
Debt on bond to perform covenants; and performance pleaded generally. Replication, breach badly aſſigned. Demurrer, if the plaintiff in his replication does not aſſign a breach well, plaintiff not entitled to judgment, as if defendant had not well pleaded performance. 1. *Lut.* 603.
Debt on bond to perform marriage articles of A. and defendant by which, among other things, defendant covenants with plaintiff and another perſon, ſince dead, to pay annually, at Lady-day and Michaelmas, twenty pounds to the uſe of A. Plea, performance general. Replication, that marriage was ſolemnized on a certain day, and defendant did not pay ten pounds at the day certain. Averment, that A. was living, &c. Demurrer, objection taken to the action, that the ſaid payment was not to continue longer than for the firſt year after marriage; but it was determined that it was to continue during the joint lives of *huſband and wife*, and judgment for plaintiff, 1. *Lut.* 459.
Debt on bond, with condition to perform covenants in an indenture of apprenticeſhip of a ſailor. Plea, ſtat. 5. Eliz. c. 5. ſ. 12. which requires the indenture to be enrolled, &c.; and that indenture was not enrolled, &c. Replication, that apprentice had left his ſervice. Demurrer. 1. *Lut.* 474.

Debt on bond againſt *executor* on condition of paying plaintiff five pounds to the uſe of his daughter at the time limited in a certain indenture, &c. Plea, that the indenture was a deed of feoffment by the plaintiff to H. T. to the uſe of teſtator and his heirs; and that teſtator covenanted to pay five pounds to plaintiff within two months after the death of J. B. who is living. Demurrer, for that the defendant ought to have produced the deed of feoffment; but judgment for defendant, 1. *Lut.* 481.

Debt by adminiſtrator on bond. Plea in abatement, *that as well the two others named in the bond as defendant, bound themſelves jointly, and are not joined,* 1. *Lut.* 695.

Debt—againſt Heirs and Deviſees, and on Bonds, &c. (*See* By and againſt Executors, Debt on Bills Penal, and Indentures, *ante.*)

Vol. V. *Page*		Precidents *in* Books *of* Practice, Reporters, &c.
328.	Declaration in debt againſt defendant and his wife, for not paying plaintiff an annuity which was left him by one E. M. who had deviſed lands to defendant's wife, and had made her ſole executrix of his will before her marriage with defendant, and out of which lands the annuity was to be paid, &c.	
374.	Declaration in debt on bond in C. B. obligee againſt the heir and deviſee of obligor.	
42.	Declaration in debt againſt defendant and his *wife*, for not paying plaintiff an *annuity* which was left him by one E. M. who had *deviſed* lands to defendant's wife, and had made her ſole *executrix* of his will before her marriage with defendant, and *annuity* to be paid out of the lands. (*See* Indentures, *poſt.*)	
	Debt on bond againſt heir of obligor. Plea, confeſſes action, and ſhews certainty of aſſets. Judgment and execution. (Davy *v.* Pleys.) - - -	Plow. Rep. 438
	Declaration in exchequer in debt on bond againſt *deviſee*, purſuant to the 3. and 4. Wm. - - -	2. Mod. Ent 186
	Declaration in C. B. for rent, brought by the deviſee of the grantee of the reverſion againſt the leſſee of a tenant, by the cuſtom plea, that the lands deſcended to S. G. and that ſhe ejected D. H. Replication, that the defendant ought not to be admitted to alledge that the lands deſcended to S. G. as daughter and heir, &c. becauſe that after the bargain and ſale, and before the entry of the ſaid J. G. C. G. and A. his wife levied a fine. Rejoinder, proteſting that the premiſes were divided from the manor, and that the premiſes were not contained in the fine, -	*Ibid.* 200
	Declaration in debt for rent, by an executor of an executor againſt aſſignee of the whole term. Plea in bar, that defendant was ready upon the land to pay, and that the rent hath not ſince been demanded. Demurrer, with cauſes, and joinder, - -	3. Ld. Raym. 4. Ed. 88

By

By *adminiſtrator* againſt *baron and feme. daughter* and heireſs, *Mo. Intr.* 161.
Againſt *ſon* an' heir on bond, 1. *Bro.* 156. *Tho.* 117. *Hetl.* 89. *Vad* 177. *Bro. R.* 194. *Bro. Vad.* 154. 172. 2. *Mo. Intr.* 232. *Cl. Man.* 208. 2. *Inſt. Cl.* 314.
Againſt ſon and heir *within age*, 1. *Bro.* 182. *Cl. Alp.* 401. 2. *Inſtr. Cl.* 2 3.
Againſt ſon and heir on ſeveral bonds and bills made by the father, *Re. D.* [illegible] *Clif.* 243.
Againſt *ſeveral* heirs on bond, *Bro. Vad.* 155.
Againſt an heir, by *executor* of *executor*, on bond, *Clift.* 242. Againſt heir by *executor*, *Ibid.* 242. 244.
Againſt *brother* and heir, where a third perſon named in the writing did not ſeal, 1. *Bro.* 165. Againſt brother and heir, *Clift.* 243.
Againſt brother and heir of J. late ſon and heir of F. on bond by the father, 2. *Bro.* 72. Againſt ſiſter and heir of ſon and heir, *Clif.* 242.
By *baron and feme, adminiſtratrix*, againſt ſon and heir on bond, *Tho.* 134.
Againſt *baron and feme*, couſin and heir, on bond, *Ro. Ent.* 2. *feme* being heireſs, 3. *Lev. Rep.* 300.
By *executor* againſt *baron and feme*, daughter and heireſs, *Ro. Ent.* 210. By *adminiſtrator*, *Mo. Intr.* 161.
By *adminiſtrators* againſt three co-heireſſes of lands in gavelkind, *Bro. R.* 195.
Againſt two ſons and heirs, one by common law, the other by cuſtom of borough Engliſh, on bill, *Bro. R.* 180.
Againſt couſin and heir of uncle, *Ibid.* 195.
Againſt an heir on an *indenture*, *Bro. Vad.* 172.
By ſon and heir on a demiſe by the anceſtor, againſt ſecond aſſignee of leſſee for years, *Tho.* 118. By ſon and heir, on a demiſe made by the anceſtor for twenty-one years; rent arrear, *Ro. Ent.* 187.
By the heir againſt *executor*, on demiſe made by the anceſtor for years by *indenture* for rent in arrear, part due by teſtator and part ſince his death, *Bro. R.* 186.
By *baron and feme*, deviſee, againſt baron and feme, on demiſe for years made by deviſor to wife whilſt ſole, *Tho.* 123.
By the deviſee of the grantee of reverſion, by indenture enrolled againſt aſſignee of leſſee, 1. *San.* 250.
By deviſee of reverſion, on demiſe made by deviſor againſt leſſee for years, *Wilſ. Ent.* 225.
Declaration againſt ſon and heir on bond, *Ra. Ent.* 172. *Plo.* 438.
On bond of ſtatute ſtaple, *Aſſt.* 191. Againſt couſin, *Her.* 307.
Againſt the heir of the uncle, 3. *Bro.* 121.
Againſt five men and their wives, and one H. widow, ſiſters and co heireſſes, on bond, *Co. Ent.* 126. Againſt two and their wives, co-heireſſes, *Reg.* 140. Againſt two and their wives, ſiſters, and the ſon of another ſiſter, co-heirs, *Aſh.* 231.
Againſt two co-heirs of lands in gavelkind, 1. *Br.* 128. and,
Where the other co-heireſs is *waived*, *Ra. Ent.* 208. 1. *And.* 10.
By adminiſtrator againſt three co-heirs of lands in gavelkind, 3. *Bro.* 122. *Aſh.* 208.
Againſt the brother, an heir, and couſin, another heir, *Reg.* 140. Againſt brother and heir, where one named in the bond did not ſeal, *Hut.* 120. *Aſh.* 200.
By baron and feme, executrix, and co-executrix, againſt the heir, 3. *Br.* 120. By executor againſt executor of the heir, *Ra. Ent.* 172. *Vet. Intr.* 41.
Debt by *executor* againſt *heir*, on bond of his father. Plea, *riens per deſcent prater*, reverſion on leaſe for years made by his father. Demurrer, with cauſes, 1. *Lut.* 432.

Charter-

Charter-party, Policies of Assurance, &c. (19)

Vol. VII. Page		Precedents in Books of Practice, Reporters, &c.
27.	Declaration in B. R. in debt on a charter-party, at the suit of *administrator* of the owner against freighters of a vessel, to recover the penalty for the extra time they took in unloading.	
29.	Declaration in debt on charter-party, at the suit of the owners against the freighter, for the value of the ship and stores (which were taken by the enemy during the voyage), deducting for reasonable wear and tear, &c.	
34.	Declaration in debt against defendant, for penalty of eight hundred pounds for non-performance of a charter-party entered into between plaintiff and defendant for hire of plaintiff's ship, which was to carry defendant's goods from London to the ports of A. and B. and stay there respectively sixty-five days for unloading and receiving her homeward bound cargo, and ten days more if necessary. Plaintiff shews a specific performance of the outward voyage on his part, and assigns for breach, that defendants did not, during the time aforesaid, load and dispatch the ship from the ports of A. and B. or either of them, with goods to London, contrary to their covenants.	
38.	Declaration in debt, against the London Assurance, on a *sealed policy* of a ship and cargo from L. to G.; ship bulged and strained in her voyage.	
	Declaration in C. B. in debt for eight hundred pounds, upon a charter-party of affreightment, - - -	2. Mod. Ent. 211

Declaration on charter-party, *Bro. R.* 246.

On charter-party between plaintiff and defendant, with another by which defendant bound himself in one thousand pounds to perform covenants, and defendant did not perform in that either, nor the master of the ship brought her back, *Vid.* 129. Ship lost, *Bro. Vad.* 168.

On charter party, and bound in one thousand five hundred pounds to perform covenants. Defendants did not perform in that, neither defendant, nor factor, nor any other person on their part, within the space of seventy days after notice, nor brought any merchandizes in the said ship; but made default, *Vid.* 155.

Breach assigned, that defendants did not pay for the freight of the ship, nor any part of the port charges or primage, *Ibid.* 159.

Debt for eight hundred pounds on a clause in a charter-party of affreightment, and declaration held *good*. 1. *Lut.* 704.

On INDENTURES. (20) (*See* Heirs and Deviſees by and againſt, *ante*, 539—Leaſes, *poſt*—Articles of Agreement, *ante*—Rent—Simple Contracts.)

VOL. VII. *Page*		PRECEDENTS *in* BOOKS *of* PRACTICE, REPORTERS, &c.
44.	Declaration for the arrears of an annuity granted by indenture.	
	Debt for an *annuity* granted by defendant to plaintiff in conſideration of faithful ſervice. Defendant craves oyer of the deed whereby the defendant covenants to pay annuity, if the ſame be perſonally demanded, and pleads that the plaintiff did not demand the annuity. Demurrer, and judgment for plaintiff, - - - -	1. Wilſ. Rep. 221
	Declaration in B. R. in debt for rent on indenture, at the ſuit of an heir, the rent having accrued in his own time,	Pl. Aſſ 375

Debt for five hundred and fifty-three pounds by huſband, adminiſtrator of his wife, on an indenture Plea, *non eſt factum* and iſſue, and verdict for plaintiff. Objection in arreſt of judgment, 1ſt, action brought for five hundred and fifty-three pounds, when it appears to be five hundred and fifty-ſix pounds due; 2d, that declaration is by way of the will, &c.; 3d, that it is alledged that adminiſtration was granted to plaintiff at York by the archbiſhop of C. which is out of the province; but all over-ruled 1. *Lut.* 553.

On a demiſe, by indenture for years, of rectory and tithes, 3. *Bro.* 15.

Of a demiſe in plaintiff's houſe of a chamber to defendant for five years; rent arrear for three years, *Ka. Ent.* 176.

By *executor* on demiſe of a manor by name and for years, and rent arrear to teſtator for the firſt year, *Ibid.* By executor, for rent arrear on a demiſe for years, *Ib.d.* 330. By executor for rent unpaid to plaintiff after teſtator's death, *Aſh.* 183. By adminiſtrator for rent unpaid to inteſtate on a demiſe at will, *Ibid.* 202.

By *executor*, for part of rent due to teſtator, and other part due to executor after the teſtator's death, *Ibid* 213.

By *executor* and baron and feme, *co-executrix*, againſt executor, on the demiſe of a manor for years by indenture, for rent arrear unpaid in teſtator's lifetime, *Ka. Ent.* 176.

By *executor*, for ſervices unpaid, *Aſh.* 229.

By brother and heir, on demiſe made by the father, 3. *Br* 16.

By ſon and heir, on demiſe of the father, againſt the ſecond aſſignee of a leſſee for years, *Ibid.* 17.

By the heir againſt executor, on a demiſe made by the father to the teſtator by indenture for years, rendering, &c. whereof part was due to teſtator, and the other part after his death, 1. *Br.* 105. Where the whole rent is unpaid to the heir of teſtator, 3. *Br.* 13.

By grantee of reverſion by indenture enrolled againſt leſſee for years, *Ibid* 19.

Baron and feme ſeiſed of lands for their lives, *baron* demiſed to defendant for years, rendering rent, *feme* died, *baron* demiſes and grants to plaintiff for years, determinable on his life; defendant attorns, and rent in arrear, 1. *Br.* 96.

On a demiſe for years by W. ſeiſed to A. who makes his executor, who aſſigns the term to defendant; W. deviſes to E. for life, remainder to S. who ſells the reverſion to the plaintiff by indenture enrolled, and dies: for rent in arrear, *Aſſ.* 189.

By prebendary againſt executor, for the prebends demiſed to teſtator for years by plaintiff's predeceſſor, *Co. Ent.* 122.

By the widow, for cuſtomary lands held by the cuſtom of the manor, is entitled to the rent on the demiſe made by the *lard*, *Co. Ent.* 123.

By *baron* and *feme*, executrix, for rent of cows unpaid, 1. *Br.* 95.

For rent of ſheep for three years, and for money agreed to be paid, full value of each cow, if not re-delivered, *Aſſ.* 210.

On the demiſe of the moiety of an iſland, rendering, &c. J. deviſes the whole iſland to W. in tail, remainder to plaintiff, who covenants to ſtand ſeiſed to uſes in tail; W. dies without iſſue, and rent in arrear to plaintiff, 2. *Co.* 9.

By tenant by *elegit* againſt leſſee for years, *Ib.* 226.

For ſeveral rents and monies forfeited, as penalty for rent unpaid, *Ibid.* 185.

By *adminiſtrator* of *co-heir*, for third part reſerved of a feoffment of lands to a *que eſtate*, *Ibid.* 236.

By adminiſtrator of *cui ar*, for rent by preſcription due by defendant, proprietor of a rectory, 1. *Bro.* 76.

Debt for rent by aſſignee of reverſion in fee, by bargain and ſale for a year, and grant of the reverſion, againſt an aſſignee of the term for years, grant to the firſt leſſee, if three lives ſhould ſo long live. Demurrer to declaration and judgment for plaintiff; for that defendant did not appear to argue his demurrer; but plaintiff ſhould have been named aſſignee, 1. *Leo.* 478. 481.

Debt on indenture; for that plaintiff covenanted with defendant to aſſign to him, or to any other he ſhould appoint, on the thirtieth of January then next, ten ſhares in the company, and defendant covenanted with plaintiff to accept them, and pay one thouſand one hundred pounds. Breach for non-payment. Plea, that he had not appointed, nor did aſſign to defendant. Replication, that he did aſſign to defendant; but naming no place where, &c. Demurrer; judgment for defendant; becauſe the aſſignment ought to precede the payment of the one thouſand one hundred pounds, *Ibid* 491. 492.

Debt for three hundred and fifteen pounds, payable in two days, on a deed concerning the purchaſe of lands conveyed by plaintiff to defendant (inartificially drawn), almoſt inſenſible. Plea, after oyer, proteſting that the declaration is inſufficient; that the plaintiff had not made any good aſſurance, &c. to defendant, nor had permitted him to enter, &c. Demurrer; and determined for plaintiff, by reaſon of the *intent of the parties to be collected from the whole deed*, and that cannot be without rejecting ſome words in it, *Ibid.* 493.

Againſt an executor, for the arrears of an annuity granted to plaintiff and J. his late wife by teſtator for years, determinable on the death, &c. *Co. Ent.* 151.

By huſband, for arrears of an annuity granted to wife, deceaſed, for life, againſt heir of grantor, *Co. Ent.* 119.

By *executor* againſt executor, for arrears of an annuity granted for life, and ſeveral penalties forfeited for non payment thereof, *Ibid.* 120.

By *executor* againſt *heir* of feoffee of the manor, for arrears of an annuity granted to teſtator for life, 1. *Br.* 8.

By *executor*, for arrears of an annuity granted by defendant to teſtator for life, *Aſſ.* 216.

For ſervices done, &c. Plea, that teſtator afterwards refuſed to do the ſervice, *Ib.* 216.

On an indenture, with a penalty for payment of money by agreement for meat and drink, *Ke. D.* 222.

On indenture of ſale of land, by which defendant agreed to pay *decanum*, and both parties bound themſelves to the performance on each part in penalty of twenty pounds; and breach that defendant did not pay the money, *Pl. Com.* 265.

That

That defendant incumbered lands by leaſing before the aſſurance made, *Ibid.* 242. *Bro. Vad.* 241.

By a curate on indenture for twenty-ſix pounds thirteen ſhillings and four-pence, reſerved by the curate of the deanry on a grant of the rectory, and being in arrear, 3. *Lev. Rep.* 75.

On a ſpecial covenant to repay money if a third perſon did not cure plaintiff of the gout, *Bro. Met.* 163.

For two hundred pounds upon a letter of attorney irrevocable, made to the plaintiffs to receive money due or to be due for tithes which the defendant afterwards revoked, *Ibid.* 174.

By executor againſt pernor of the profits for one thouſand three hundred and ſixty pounds to teſtator for arrears of an *annuity*, 1. *San.* 276.

For rent of tithe corn, &c. on an indenture, and alſo for a ſhop for a year upon a parol leaſe, *Bro. Met.* 156.

For rent on indenture, 2 *Leſt. Cl.* 332.

On a demiſe by indenture, *Cl. Man.* 230. On demiſe of tithes, *Ibid.* 241. Meſſuages and lands, *Ibid.* 242. For rent due to *executor* on indenture, 200. Where one plaintiff, *feme*, marries after execution of the indenture, *Ibid.* 265.

For rent by tenants in common, *Ibid.* 224. And one of the plaintiffs by *prochein ami*.

By *executor* againſt receiver of profits of houſes and lands for arrears of an annuity granted to teſtator for life, 1. *Bro.* 179. 1. *San.* 276. 282. By *executor* for arrears of an annuity granted by defendant to teſtator for life; for counſel and advice, *Tho.* 133.

Annuity granted to plaintiff by defendant.

Againſt *baron* and *feme* for arrears of an annuity granted to plaintiff for life by *feme* whilſt ſole, *Hen.* 92. *Bro. R.* 184.

By *executor* againſt executor, for arrears of an annuity granted by one teſtator to another in fee, *Ro. Ent.* 219.

For arrears of an annuity granted to plaintiff in fee by defendant, *Ib.* 219. 2. *In. Cl.* 335.

By *adminiſtrator*, for arrears of an annuity payable to the *vicar* of a church by the *rector* of the ſame church, or his farm by preſcription, againſt the impropriator, *Bro. R.* 169. Againſt a parſon, on an annuity by preſcription, *Pl Com.* 102.

By an executor by indenture of grant, *Ibid.* 269. 271 For arrears of an annuity granted by defendant and his late wife, *Ibid.* 95. By the prior, dean, and chapter, *Ibid.* 99.

For arrears of an annuity granted to plaintiff for the life of another. *Clif.* 247.

On indenture, by which defendant and others bound themſelves to pay plaintiff money for apparatus purchaſed, or to procure *ad tant tum* for them, *Ra. Ent.* 161.

For the delivery *bales*, fat pickle, where the defendant bound himſelf in ten pounds for performance of covenants, *Ibid.* 161.

By adminiſtrator of W. againſt an abbot, where W. covenants to deliver malt annually, and defendant covenants to pay the money, and both the covenants on each part, *Ibid.* 162.

Againſt an executor, on an indenture of demiſe, by which teſtator bound himſelf to the performance of covenants, and breach aſſigned for want of repairs, *Ibid.* 162.

On an indenture, by which defendant bound himſelf in ten pounds for performance of covenants. Plea, performance. Replication, that he did not repair the hall. Rejoinder, that he did, *Ra. Ent.* 162.

On indenture of demiſe, by which defendant bound himſelf to pay plaintiff ten pounds for a certain time; rent unpaid for half a year; and rent in arrear for a whole year, *Ibid.* 162. *Let. Int.* 128.

On indenture of marriage between plaintiff and defendant, and defendant covenants on an aſſurance of lands to the ſon, to pay plaintiff one hundred pounds, and bound himſelf to the performance of covenants; and breach aſſigned for non-payment of part of the ſaid one hundred pounds, *Ra. Ent.* 163. *Let. Int.* 48.

On

On a demiſe for ſeven years, and defendant held tenements for three years, *Ra. Ent.* 152.

On a demiſe to hold till the feaſt following for rent to be paid on requeſt, 3. *Br.* 12, 13.

On a demiſe of tenements for a year, and ſo from year to year at will; for rent arrear for four years, *Ra. Ent.* 152. Meſſuage and cattle demiſed for a year, and ſo from year to year, defendant held for a year and a half, *Ibid.* 175. On a demiſe to hold at the will of the plaintiff, *Alle.* 190.

On a demiſe to defendant of apartments within his manſion at will of plaintiff, and defendant put his ſon to board with plaintiff as long as it ſhould pleaſe plaintiff, and to pay annually forty ſhillings. *Ra. Ent.* 177. *Vet Int* 42.

Of apartments, chambers, with bed let to defendant, and for ſervants to board with plaintiff by the week at the will of plaintiff, *Ra. Ent.* 177. *Vet. Int.* 217.

For forty weeks, to pay weekly, *Ra. Ent.* 177

On a demiſe of for ſeveral acres of land on a certain feaſt-day, to be held from that day for ſeven years, and defendant held the lands for three years, *Ibid.* 152. Where defendant held for the whole term, *Ibid.* 174. 176. *Vet. Int.* 22.

On demiſe by the bailiff of a manor in the name of plaintiff, where defendant holds the lands, *Ra. Ent.* 174.

7. On Leases. (21)

See Parol Demiſe, Simple Contracts—Articles of Agreement, and Indentures, *ante.*—Heirs and Deviſees.

For breaches between LANDLORD and TENANT, ſee *Aſſumpſit.* Vol. II. p. 9. and Index to Covenant, p. cxiii. Similar Breaches in Debt.

Vol. VII. *Page.*	Precedents *in* Books *of* Practice, Reporters, &c.
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370. For drawing with more horſes than allowed.

Landlord and Tenant. Fraudulent Removal. Diſtreſſes. Double Rent.

166. Declaration on 4. Geo 2. c. 28. for double the value of the land held, for not quitting after notice given from the landlord.
311. Declaration on 11. Geo. 2. for holding over after his intention to quit the premiſes. (See 4. Geo. 2.)
162. Declaration on 11. Geo. 2. c. 19. ſ. 18. at the ſuit of landlord againſt tenant, for double rent, for holding over after notice.
169. Declaration on 11. Geo. 2. c. 19. ſ. 18. at the ſuit of a landlord againſt his tenant for double rent, for holding premiſes after notice given by the landlord to quit.
159. Declaration on 11. Geo. 2. c. 19. ſ. 18. by a landlord, for *fraudulently* removing goods to prevent a diſtreſs. Two Counts.
160.353. Declaration on the ſame ſtatute for aſſiſting the tenant in *clandeſtine removal of goods* to prevent a diſtreſs.
133. Declaration on 11. Geo. 2. c. 19. ſ. 18. by landlord againſt tenant, for double rent, for holding premiſes after tenant had given notice that he ſhould quit.
359. For aſſiſting a tenant to remove cattle to prevent a diſtreſs, 1. Geo. 2. c. 19. ſ. 3.
132. On 4. Geo. 2 againſt tenant, for holding over after notice given by landlord to quit.

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359.	Againſt a tenant, for not giving notice of ejectment to his landlord.	
	Declaration in debt on ſtatute 4. Geo. 2. c. 28. by landlord againſt tenant, for double rent, for holding over after notice in writing by plaintiff's agent to quit, - -	5. Burr. 2694
	Count in a declaration in debt on 4. Geo. 2. c. 28. for holding over after notice to quit by plaintiff's agent, -	5. Burr. 2694
	Declaration in debt on 8. Ann, c. 14. by a *landlord* againſt defendant, plaintiff in an action againſt the plaintiff's tenant, for levying the tenant's goods without payment of a year's rent, - - - - -	Mor. Pr. 616
	On ſtatute 4. Geo. 2. c. 28. for double rent, 5. *Burr.* 2698.	*Ibid.* 618
	Declaration on 11. Geo. 2. c. 9. ſ. 12. againſt a *tenant*, for ſecreting an ejectment, - - -	*Ibid.* 620

Lace. (*See* Embroidery, *ante.*)

373. For having cloth *laced* with foreign lace, on 22. Geo. 2. c. 36.

Lottery.

180. Declaration on the lottery act of 22. Geo. 3. for twelve different penalties of five hundred pounds each, againſt a lottery-office keeper, for inſuring upon the drawing of tickets and chances, and publiſhing propoſals and ſchemes for inſurance in the lottery. Great variety of Counts.

184. Declaration on the lottery act of 22. *Geo.* 3. *c.* 47 *ſ.* 13. for three penalties of fifty pounds each for inſuring in the lottery.

282. Count on the lottery act of 27. Geo. 3. *c.* 1. *ſ.* 2. for receiving one ſhilling and eightpence, to repay ten pounds ten ſhillings provided a certain ticket ſhould be drawn fortunate on a certain day.

Oaths. (*See* Qualification.)

227. Declaration againſt a juſtice of the peace on 18. Geo. 2. *c.* 20. for not taking the oaths and qualifying.

Poſt-Office. Letters.

191. Declaration on 9. *Ann. c.* 9. *ſ.* 40. for cauſing a letter with money incloſed in it to be delayed.
300. Declaration in debt under the poſt office act againſt a common carrier, for conveying letters for hire and reward contrary to the ſtatute.
Declaration on 9. Ann. againſt a coachman, for conveying letters, - - - - - 2. R. Pr. B. R. 215

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287. Declaration on ſtatute 12. *Geo. c.* 26. for preventing frauds in gold and ſilver wares, againſt a perſon for making and ſelling wares not of ſufficient fineneſs.
349. For counterfeiting a ſtamp on plate, 12. Geo. 2. *c.* 20. *ſ.* 8.

Poor's Rate.

351. For refuſing a pariſhioner to inſpect a poor's rate, 17. Geo. 2. c. 28. ſ. 13 & 14.

Poſt Horſe Duty.

126. Declaration on 25. Geo. 3. for defrauding the king of the poſt-horſe duty.
298. Declaration for letting poſt-horſes to hire without being licenſed, on ſtatute 25. *Geo.* 3. *c.* 51. *ſ.* 4.
291. Declaration againſt a poſt-maſter, for letting a horſe out to hire, for not paying the duty, &c.
294. COUNTS on [illegible] *Geo.* c. 51. for letting out horſes to travel poſt, &c without a licence, ſ. 6.
294. In not delivering to the perſon horſes a ſtamp-office ticket, and properly filled up, ſ. 15.
295. For inſerting in the ticket another place than that to which the horſes were hired to go, on ſ. 17.
295. In filling up the ticket with a *leſs number* of *miles*, on ſ 17.
296. For not entering the ticket in defendant's weekly account on the day it was iſſued, on ſ. 24.

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296. For making a falſe account as to the money received for the duty, with intent to defraud his majeſty, on ſ. 30.
297. For making a falſe account as to the number of horſes, on the ſame ſection.
290. Declaration for letting poſt-horſes to hire without being licenſed, on ſtatute 25. Geo. 3. c. 51. ſ. 4.

Qualification. (*See* Oaths, *ante.*) Land Tax Commiſſioners. Highway. Rivers. (*See* Turnpike.)

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240. Declaration on 13. Geo. 2. c. 20. for acting as a juſtice of the peace without taking the oaths and qualifying.
228. Declaration for acting as a commiſſioner of the land-tax, not being qualified.
257. Count for acting as a commiſſioner of a turnpike, not being duly qualified.
256. Declaration for acting as a commiſſioner for the river of S. not being duly qualified.
For acting as commiſſioner of land tax, not being *qualified*, - Mor. Pr. 622

Spirituous Liquors. Wine. Licence. Diſtillers.

282. Againſt a diſtiller, for not taking out a licence.
178. Declaration on 13. Geo. 3. for retailing ſpirituous liquors without a licence.
350. On 12. Car. 2. c. 15. ſ. n. for ſelling wine by retail without a licence.

Stamps. Apprentice. Gloves. Receipts. Cards.

125. Declaration on the ſtatute for ſelling a pair of *gloves* without a ſtamp.
247. Declaration againſt a parſon for granting marriage certificates upon unſtamped paper.
254. Declaration on 10. Ann. for ſelling *cards* unſtamped.
Declaration on 1. Ann. c. 22. ſ. 2. for getting off a ſtamp from one deed, and fixing it on to another.

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143. Declaration on the ſtatute of ; 1ſt Count, for not having the ſum of money paid him as an apprentice fee inſerted in the indenture in words in full length; 2d Count, for not paying the duty of ſixpence for every ſhilling. Several other counts.

191. Declaration on 9. Ann. c. 21. for not paying the ſtamp-duty on an apprentice fee in town.

194. Declaration on 9. Ann. c. 21. for not paying the ſtamp duty on a ſum of money paid by a father on turning over his ſon (who had been originally bound to him) to another maſter, according to the cuſtom of London.

192. Declaration on 9. Ann. c. 21. for not paying the ſtamp duty on an apprentice fee, where part of the fee was paid down, and the remainder to be paid afterwards. Plea thereto, *nil debet*.

251. Declaration on 1. *Ann. c* 24. for ſcratching out the names in an old indenture of apprenticeſhip, and inſerting other names, intending thereby to avoid the ſtamp duties.

355. For engroſſing deeds before ſtamped.

356. For not ſtamping indentures of apprenticeſhip.

247. Againſt a perſon, for granting certificates of marriage upon paper unſtamped.

263. Declaration on ſtatute 1. Ann. c. 22. ſ. 2. for getting off a ſtamp from one *deed* and affixing on another, againſt an *attorney*.

120. Declaration on 24. Geo. 3. c. 7. for giving a receipt without a proper ſtamp.

280. Debt on 23. Geo. 3. for giving a receit in full of all demands unſtamped.

188. Plea in bar, a former action depending in K. B. for ſame offence, *prout patet per record.* Replication, *nul tiel record.* Demurrer thereto.

122. Declaration on 8. *Ann.* c. 9. ſ. 32. for not paying the duty of ſixpence for every twenty ſhillings for money taken with an apprentice perpetuated by 9. Ann. c. 21. ſ. 7. & 66. which gives the penalty. Several Counts.

192. For not paying the ſtamp duty on an *apprentice* fee, where part of the fee was paid down, and the other part agreed to be paid afterward..

Silk.

224. Declaration on 28. Geo. 3. c. 7. for ſelling leſs than an ounce of copper mixed on ſilk; a great variety of Counts, which ſee.

Sheriffs—Goalers. Priſoners. Lord's Act. Debtors. Sheriffs' Officers. Bailiffs.

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150. Declaration on 32. Geo. 2. againſt a ſerjeant at mace for the city of London, for carry ing the plaintiff to a public-houſe, and ſuffering liquors to be called for without reading the cauſes preſcribed, and for carrying him to goal within twenty-four hours, the plaintiff having been arreſted by the defendant under a plaint levied againſt him in the ſheriffs' court, (ſetting out the cuſtom for that purpoſe), and alſo under defendant's executors from the court of conſcience. Various Counts.

246. Declaration on 2. Geo. 2. c. 24. againſt a goaler, for extorting money from his priſoner, c. 22. for beer.

175. Declaration againſt a goaler on 32 Car. c. 2. againſt a *goaler*, for refuſing the plaintiff a copy of his commitment.

301. Declaration againſt a *bailiff* for taking goods under a *fieri facias*, which had been diſtrained by the plaintiff. Several Counts.

153. Declaration on 32. Geo. 2. c. 28. againſt a bailiff, for *extortion*, under the ſeveral pretences of detaining the plaintiff till he had given bail, and of waiting till he had done ſo; with a count on 23. Hen. 6. & 9. for treble damages, being treble the ſum the plaintiff paid the defendant on his letting him to bail.

156. Declaration on 32. Geo. 2. c. 28. againſt a ſheriffs' bailiff, for carrying the plaintiff to a private houſe, and ſuffering liquors to be called for there without ſhewing plaintiff the clauſes in that behalf preſcribed, and for extorting money from him under the ſeveral pretences of the charges of bailing, keeping him out of goal, arreſting him, and waiting for bail. Many Counts.

285. Declaration againſt the ſheriff, on the ſtatute 8. Ann. c. 15. ſ. 1. for not paying plaintiff a year's rent under an execution. Two Counts.

Declaration on the ſtatute 8. Ann. c. 14. for taking goods under a *fieri facias* which had been diſtrained by plaintiff.

328. Declaration 2. Geo. 2. c. 24. againſt a ſheriffs' officer, for carrying a perſon arreſted by him to a public-houſe. Two Counts.

347. Declaration in debt againſt ſheriffs' officer for extortion.

Debt

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Debt for refuſing copy of the poll at an election of a member to ſerve in parliament, - - - - -		2. Ld. Raym. 1275
Declaration in debt againſt a *goaler* on the *habeas corpus* act 31. Car. 2. c. 2. for denying a copy of commitment, Lill. Ent. 153. - - - - - -		2. R. Pr. C. B. 202
Declaration in debt on ſtatute 7. & 8. Wil. 3. c. 25. ſ. 6. againſt a returning officer, for refuſing a copy of a poll. Plea, *nil debet*, - - - - - -		*Ibid.* 203

Ships.—Navigation Act. Ballaſt.

248. Declaration on 34. & 35. Hen. 8. for throwing ballaſt overboard in the harbour of Pool.
239. Declaration on 9. Ann. againſt the maſter of a ſhip not regiſtering his certificate within forty-eight hours after entering the ſhip at the cuſtom-houſe.

Simony. (*See* Clergy, *ante.*)

268. Decleration on 31. Eliz. 2. for ſimony.

Stockjobbing.

269. Declaration on 7. Geo. 2. c. 8. for buying ſtock in his own right.

Exerciſing Trades.—Butcher. Apprentice.

137. Declaration on 5. Eliz. for exerciſing the trade of a *butcher*, not having ſerved an *apprenticeſhip* to the ſame.
262. Declaration on 32. Hen. 8. againſt a barber, for exerciſing his trade without being free of the barber's company.
138. Declaration on 5. Eliz. againſt a man, for exerciſing trade, not having ſerved as an *apprentice* therein for ſeven years.
215. Declaration on 5. Eliz. for taking an apprentice to a ſhoemaker for leſs time than ſeven years, and for ſet-

ting

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	ting a perſon to work in the trade of a ſhoemaker who had been an apprentice.	
	On the broad wheel act, - - - - -	Mor. Pr. 610
	On ſtatute 5. and 6. Edw. 6. c. 22. for uſing a *gig mill* to mill cloth with, - - - - -	Mor. Pr. 611

Teas.

254. Declaration on 18. Geo. 2. c. 26. reſpecting the ſale of teas, and regulation thereof.

Theatre.

121. Declaration on 10. Geo. 2. c. 28. againſt defendant, for performing in a certain entertainment without a licence.

Tinners. Stannary.

247. Declaration on 16. Car. 1. c. 15. for proſecuting the plaintiff in the ſtannary court when he was not a tinner.

Title.

134. Declaration on 32. Hen. 8. c. 9. for purchaſing a bad title.

Uſury.

307. 202. Declaration *qui tam* in debt on 12. Ann. againſt a pawnbroker for uſury.

308. Declaration on 12. Ann. c. 16. againſt uſury on money lent.

205. Declar

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205.	Declaration *qui tam* on 3. & 4. Ann. uſury on a promiſſory note. Several Counts.	
314.	Declaration on 12. Ann. c. 16. for uſury, for taking twelve ſhillings for the loan of five pounds eight ſhillings for one month, and ſtating that the plaintiff gave defendant a note of hand payable in a month for ſix pounds.	
324.	Declaration ſtatute of uſury 12. Ann. c. 16. againſt defendant, who lent to A. the money ariſing by the ſale of eight hundred and ninety five dollars for ſix weeks and three days, and taking unlawful intereſt for the forbearance thereof.	
325.	Declaration on 8. Ann. for uſury, for diſcounting a note of hand.	
309.	Declaration for taking more than lawful intereſt for forbearance of money ſecured on a bill of exchange. Other Counts.	
195.	Declaration *qui tam* on the ſtatute of uſury 12. Ann. c. 16. for *forbearing* a ſum of money, part advanced in caſh, and the reſt charged as the price of watches, and of the ſum lent and actual value of the watches; with a great variety of Counts. Plea.	
201.	Count on the ſtatute of Ann, for forbearing a ſum of money paid at three different times.	
312.	For uſury on a promiſſory note.	
315.	Declaration for uſury on a promiſſory note and two bills of exchange. Many very ſpecial Counts.	
	Declaration on the ſtatute of *uſury*, - - - -	2. R. Pr. C. B. 215
	On the ſtatute 12. Ann. c. 16. of uſury againſt defendant, for receiving one pound ſeven ſhillings, beſides lawful intereſt for ſix weeks, upon money due and owing from the defendant from G. H. - - - -	Mor. Pr. 629
	The like, where part of the loan was in goods, - -	H. El. Rep. 263

Underwriters.

170.	Declaration on 6. Geo. 2. c. 18. againſt defendant, for underwriting a policy for partners, by which policy the plaintiffs brought an action in conſequence of a total loſs, and the defendant having paid the premiums into court, nonſuited the plaintiff at the trial for treble damages, being treble the difference between the premiums and the ſubſcription.	

Watches.

351.	Declaration on 9. & 10. Wil. 3. againſt a watchmaker, for engraving another perſon's name on the dial plate of a watch.	

Witneſſes. Subpœna.

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243. Writ of privilege by an attorney, for not attending to give evidence on a trial at *niſi prius*, after being ſerved with a ſubpœna.

Declaration by party grieved, *Ra. Ent.* 186. *Co. Ent.* 160. 164. *Bro. Int.* 410, 411. 432. *Cl. Aſſ.* 259. *Tho.* 76. 78. 1. *Bro.* 91. *Pl. Gen.* 80. *Mo. Intr.* 180. 270.

Declaration *qui tam* for the king and party, *Co. Ent.* 163. 165. *Ro. Entr.* 414. 443. 1. *Bro.* 59. 100 *Bro. R.* 184. 2. *Bro.* 30, 31. *Wi. Ent.* 349. *Vid.* 192. *Lev. Ent.* 135. *Pl. Gen.* 81. *Bro. Vad.* 225. 229. 2. *Mod. Intr.* 176, 177. 2. *Inſtr. Cl.* 264. 355. 361. By the king only, *Ro. Ent.* 418. *Pl. Gen.* 83. 206. *Co. Ent.* 167. By party only, 1. *Bro.* 93. *Tho.* 77.

By party only, where a moiety of the forfeiture was due to the king, *Ra. Ent.* 315. *Tho.* 88. *Pl. Gen.* 86. 89. *Cl. Aſſ.* 267.

Where ſtatute is recited in the writ, 1. *Bro.* 93. 98. *Wi. Ent.* 36. *Ro. Ent.* 420. 423. *Ra. Ent.* 599. *Pl.* 77. *Dyer*, 95.

Againſt *juſtice of the peace*, for ſitting as a juſtice at four general ſeſſions, not having twenty pounds *per annum* in the county, 2. *Bro.* 31.

Againſt *chief magiſtrate of a corporation*, for neglecting his duty in ſuppreſſing conventicles, 1. *Bro.* 109.

Againſt the *ſheriff*, on ſtatute 23. Hen. 6. for not admitting plaintiff to bail, arreſted on an attachment for a contempt out of the court of chancery, upon ſufficient ſecurity for his appearance, *Harp.* 81. *Inſt. Cl.* 355. *Aſht.* 69.

For a falſe return of a writ for the election of a knight to ſerve in parliament, *Ro. Ent.* 415. The knight returned was not reſident in the county.

Againſt *ſheriff*, for taking four ſhillings and ſixpence on an arreſt, *Ro. Ent.* 443. and againſt *bailiff* of a hundred, 2. *Inſt. Cl.* 360.

Againſt a *deputy ſheriff* who remained in office longer than a year, *Ro. Ent.* 427. *Law. Ent.* 135. *Bro. Vad.* 225. *Ra. Ent.* 200. *Vet. Int.* 127.

On *fraudulent conveyances*, *Ro. Ent.* 441. *Bro. R.* 184. *Ra. Ent.* 207. *Co. Ent.* 162. 1. *Br.* 101.

Againſt a *recuſant*, who abſented himſelf from church for the ſpace of ſix months, 1. *Bro.* 91.

Againſt a perſon, *for not baptizing* a child within one month after its birth, 1. *Bro.* 92.

Againſt *vicar* of a church, for non reſidence, *Mo. Ent.* 414.

Againſt a phyſician practiſing, not being thereto licenſed, *Ro. Ent.* 414. *Ra. Ent.* 463. *Aſh.* 81.

For taking pheaſants in plaintiff's ſoil, *Pl. Gen.* 80. *Ra. Ent.* 599.

For *exerciſing a trade*, in which defendant was not brought up an apprentice, *Tho.* 83, 89. *Bro. Vad.* 247. 2. *Mo. Intr.* 176.

Of uſury, 1. *Bro.* 95. *Vid.* 192. 2. *Inſt. Cl.* 264.

For extortion againſt the ſheriff, *Ibid.* 361.

For not putting in a warrant of attorney in a plea of dower, *Ro. Ent.* 418. Againſt an *attorney*, 2. *Mo. Int.* 172.

For buying heifers, *extra mercatum*, *Tho.* 92.

Againſt butcher, who ſold five fat cattle in *market, overt*, 1. *Bro.* 113.

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On 12. Car. 2. for reviving diſputes by ſpeaking certain words of the parties.
Againſt a *ſheriff*, for extorting a fee on a *capias ſatisfaciendum*, 1. *Bro.* 89. *Tho.* 78. On an *extent*, *Tho.* 90.
Againſt a perſon in preparing wool *pro velis* to be worked up, put a workman upon it not ſkilled in the art, *Tho.* 88.
For delivering Engliſh money to *foreigners* for their goods, *Pl. Gen.* 81.
On 14. Rich. 2. for *exchanging* money, *Pl. Gen.* 83.
For taking a ſervant who departed without a teſtimonial, *Bro. Vad.* 229. 2. *Mo. Intr.* 177.
On *habeas corpus* act, againſt a captain of the militia, who ſeized the defendant upon a warrant of the lieutenant of the county for a matter bailable, and the defendant refuſed to give a copy of the commitment, 2. *Mo. Intr.* 180.
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On 12. Car. 2. againſt clergyman ſequeſtering five parts of the tithe, and the living, *Tho.* 76.
For *perjury*, in depoſing on a trial in B. R. in treſpaſs at *niſi prius*, *Bro.* 100. C. B. at *niſi prius* at aſſizes at Weſtminſter, that the widow did not come to court to ſurrender, *Co. Ent.* 104. 2. *Cro.* 133. Surrejoinder, *Ra. Ent.* 481. *Upper Bench Prec.* 350. *Tho.* 92. On trial of aſſault, *Wi. Ent.* 349.
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For arreſting a perſon in the name of another, and without his conſent, *Ro. Ent.* 437. *Vid.* 189. 2. *Inſt. Cl.* 259. *Co. Ent.* 167. *Ra. Ent.* 598, 599.
For maintenance of a ſuit in chancery action in C. B. 1. *Bro.* 96. *Mo. Intr.* 155.
Againſt the purchaſer of lands under a pretended title, *Pl. Com.* 86. *Ro. Ent.* 420.
For ſelling wine by retail beyond the rates fixed by ſtatute, 1. *Bro.* 108. *Tho.* 91. 148. *Vid.* 187.
Of forcible entry, *Tho.* 77. 2. *Inſt. Cl.* 271.
For not ſetting out tithe of grain by *executor* of aſſignee of the term in the rectory, *Co. Ent.* 161. By proprietor of the rectory for tithes of grain for one year, *Her.* 303. For three years, *Her.* 321. By leſſee of the king for tithes of wood, hay, and grain for a year, *Aſh.* 83.
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Againſt a common informer, who compounded without a licence, *Aſh.* 87.
Againſt ſurveyors of highways, for not ſtopping up a well in plaintiff's ground, *Aſh.* 81.
For not appearing before the ſheriffs to give evidence on an inquiſition being ſerved with a ſubpœna, *Aſh.* 90.
Debt on the ſtatute of 5. Eliz. for *uſing the trade* of a tallow chandler; plea, *nil debet*, and after verdict it was moved that the action did not lie in C. B. but not decided, 2. *San.* 104. Plea to like action, privileges of London, 1. *San.* 309.
Declaration in debt on 5. Eliz. c. 14 for *falſifying* a *bond* in the name of plaintiff, which was tranſmitted to the exchequer, and on this there was a *ſcire facias*, 1. *Lut.* 190.
Debt on 23. Hen. 6. c. 8. *for exerciſing the office of under ſheriff for two years together*; and plea in *abatement*, *privilege as attorney of C. B.* Judgment for defendant, 1. *Lut.* 193.

Debt on 31. Eliz. c. 12. for *felling horſes* againſt the ſtatute; *nil dicit*, 1. *Lut.* 197.
Debt, *qui tam*, &c. for *recuſancy*, in *not coming to church*. Plea, former conviction; demurrer, and joinder, 1. *Lut.* 201.
Plea, conviction by proclamation is good; plea to action by informer, *Ibid.* 208.
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Plea (to bill), that on the day of payment defendant delivered plaintiff ſix cows in ſatisfaction, which plaintiff accepted. Replication, iſſue on the delivery, 1. *Br.* 76. *Bro. R.* 169.

Plea, that plaintiff accepted of defendant a jewel in ſatisfaction of the debt. Replication, that he received the jewel as a pledge, and traverſes that he received it in ſatisfaction of the debt, *Br. R.* 202.

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Plea (to debt on bond with condition), that A. and J. ſhould pay plaintiff for the uſe of H. thirty-ſix pounds at a day certain. H. put himſelf apprentice to J. by indenture for ſeven years. J. before the day of payment and the end of the term of the apprenticeſhip diſcharged H. by H.'s conſent, from his ſervice for the reſidue of the term, and delivered to H. his indenture in full ſatisfaction of the ſaid thirty-ſix pounds, which H. accepted. Demurrer, *Wi. Ent.* 186.

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228. Plea to debt on eſcape of priſoner in execution; 1ſt, *nil debet*; 2d, freſh purſuit and recaption; 3d, that priſoner eſcaped privately, and voluntarily returned before exhibiting, &c. and that defendant hath him ſtill in cuſtody.

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229. Plea (part of) to an action of debt againſt the marſhal of the B. R. priſon, that defendant took all poſſible care, but the priſoners confederated and privately got poſſeſſion of offenſive weapons, with which they *aſſaulted the keepers, and violently* eſcaped.

236. Plea to debt on eſcape, that priſoner was arreſted by defendant in execution, and *removed by habeas corpus* to
237. B. R. Replication, that after he was committed to
238. the Fleet he eſcaped. Rejoinder, that defendant permitted the eſcape by virtue of 20. and 21. G. 3.
239. paſſed ſince the riots. Surrejoinder, that it was by the laid acts enacted, that defendant ſhould return
240. into actual cuſtody, and that he did not. Rebutter,
241. he omitted to ſurrender. Surrebutter, and iſſue on the omitting to ſurrender.

241. Plea (to declaration againſt marſhal of K. B. for ſuffering a priſoner to eſcape who was confined at the ſuit of plaintiff); 1ſt, *nil debet*; 2d, eſcape and return himſelf, and is ſtill in defendant's cuſtody; 3d,
243. freſh purſuit and recaption. Replication to 2d, protesting as to ſufficiency of plea; replication, that priſoner eſcaped through defendant's neglect traverſe of eſcape without his knowledge. Rejoinder, and iſſue on the traverſes.

246. Plea (to debt on eſcape); 1ſt, *nil debet*; 2d, that defendant's is a parent office, held at the will of the king, that if of right ought to be repaired by government and not by defendant; that the priſoner conſpired with two other foreigners, and by means of a rope-ladder thrown over the wall to a neighbouring
247. houſe, effected his eſcape, without any negligence of defendant who made freſh purſuit, but parties eſcaped to France. Replication to *nil debet* and iſſue, 2d,
248. that defendant *de injuria*, &c. permitted the eſcape; traverſing the negligence. Rejoinder, taking iſſue on the traverſe.

Plea, with proteſtation, that he did not take the priſoner, *Upper B. P.*

Plea, *ad ſect. cap.* *Ro. Ent.* 169. That caption was made for another cauſe, and traverſes the cauſe in the declaration, *Ro. Ent.* 172. *Vet. Int.* 128.

Plea, that auditors did not commit to priſon into cuſtody of the gaoler of C. there to be kept, &c. 1. *Bro.* 150.

Plea, priſoner taken on freſh purſuit, 1. *Bro.* 159. *Tho.* 143. 151. Replication and rejoinder, *Leo.* 347. 3. *Co.* 52.

Plea, ſimilar replication, proteſting, &c. for plea that defendant voluntarily permitted priſoner to go at large, and traverſes freſh purſuit, and iſſue, *Vid.* 195. 198. Like plea to demurrer, *Ro. Ent.* 172.

Plea, that he did not permit priſoner to go at large, and iſſue, 1. *Bro.* 175. *PL. Gen.* 237. *Cl. Aſſ* 83.

Plea by *marſhal*, that by rule of court *habeas corpus* was directed, to have the body, &c. Replication, *mutuatus* declaration, and traverſes that defendant had the body before, &c.; iſſue and traverſe, 2. *Bro.* 61. *Her.* 318.

... ischarged the priſoner out of his cuſtody by virtue of a writ of ... 144.

... that priſoner was committed to him in execution, and he had and ... in his cuſtody, and traverſes that he permitted priſoner to go at large, ... 225.

... of limitations to declaration in debt on eſcape, 1. *Sau.* 35.

... and iſſue, *Lut.* 58. Special verdict, *nil debet*, 3. *Co.* 58. ... not permit to go at large, 3. *Co.* 89.

Plea, that priſoner in execution and was retaken on freſh purſuit, *Re. Dec.* 204. Replication, proteſting that he did not break priſon, for plea that defendant voluntarily permitted him to eſcape. Rejoinder, maintains his plea, and iſſue, *Bro.* ... 5 *C.*

Plea did not take notice arreſt in debt on eſcape, *Ibid.* 455.

Plea, that former ſheriff permitted priſoner to eſcape, *Dyer*, 66.

ARTICLES OF AGREEMENT. (28)

Pleas of Tender, Payment, Performance, &c.

(*See* Indentures—Leaſes—Pleas *poſſ.*)

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283. Plea of tender, and expences and proceedings about which the agreement was made did not amount to fourteen pounds, but only three pounds, which defendant
284. offered plaintiff. Replication, that the expences amounted to more, to wit, fourteen pounds.

286. Plea ... *prout ſi*; 2d, that plaintiff had nothing in the
287. three meſſuages that could enable him to convey to defendant, &c. Replication, ſetting forth the title to the two meſſuages, that he is ſeized in fee as to the other meſſuage, that it is copyhold, and ſets forth a grant from the lord. Rejoinder, that the meſſuage would not be entitled to the allotments. Demurrer to rejoinder.

291. Plea in bar, that defendant was ready and willing, and offered a complete title, but plaintiff deſired them not to produce it, and declined carrying the agreement into execution, ſaying, he would not pay the purchaſe
292. money. Replication, proteſting, that defendant was not ready or offered a complete title; for plea, that plaintiff was ready to complete the purchaſe according to agreement. Rejoinder, taking iſſue on the traverſe.

299. Plea of *performance* of articles.

313. Plea, 1ſt, *non eſt factum*; 2d, performance; 3d, that architect directed alterations, but neglected to ſuperintend them, which occaſioned defendant non-performance. Replication, taking iſſue on the pleas.

315. Plea in bar, by an attorney, in an action brought by an attorney, a *licence* to tranſact buſineſs charged in the declaration. Replication, denying the licence.

Plea,

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325. Plea, that plaintiff could not make a good title; 2d, that plaintiff cut down a quantity of timber, whereby plaintiff diſabled himſelf from fulfilling, &c. Replication,

541. Replication to plea to declaration (on penalty for breach of covenant contained in articles of agreement for ſupplying an hoſpital with ox beef) by governor of Greenwich Hoſpital againſt the contractor, for rendering beef of an inferior quality than was agreed for, whereby he forfeited ten pounds.

Plea to debt for penalty on articles of agreement, that plaintiff did not convey to defendant the premiſes mentioned in the agreement, and that plaintiff had no eſtate in the premiſes, - - - - - 4. T. R. 761

Plea, that plaintiff for the better inſtruction and improvement of his *apprentice*, ſent him with other able ſurgeons to B. in India, where he practiſed all the time. Demurrer, *Vi. Ent.* 270.

Plea, that apprentice, the plaintiff, or his counſel, did not deviſe any releaſe. Replication, proteſting that he did deviſe releaſe; and for plea, plaintiff's counſel deviſed aſſurance conveyance in the writing mentioned, which were tendered to ſeal, and defendant refuſed. Demurrer, *Tho.* 189.

Plea (to declaration for aſſuring and delivering writings), that defendant had not reaſonable notice to deliver, &c. and that plaintiff's counſel did not deviſe any aſſurance. Replication, proteſting, &c. pleads that reaſonable notice was given, *Ro. Ent.* 197.

Plea (to debt for payment of money in two days), payment on the firſt day; to the reſidue, that plaintiff did not appoint any perſon to whom defendant could confide the payment to them, *Vi. Ent.* 255.

Plea to articles, that defendant, deputy ſearcher of a port, ſhould act and indemnify principal. Replication, that he violently reſiſted plaintiff to enter a ſhip and ſearch for horſes endeavoured to be unlawfully tranſported by a ſtranger. Rejoinder, and iſſue, *Cl. Aſſ.* 368.

Plea, performance, for non-payment of money, *Ro. Ent.* 228.

Plea (after oyer and performance), general. Replication. Rejoinder, and traverſe, 2. *Bro.* 64.

Plea, &c. to articles of agreement, of performance between two executors, 2. *Bro.* 77.

Replication to like, &c. proteſting, &c. for plea, that he did not deliver ſtatute ſtaple in defendant's cuſtody to plaintiff, according, &c. Rejoinder, that the ſtatute ſtaple was not in defendant's cuſtody, and iſſue, *Tho.* 141.

Plea—AWARD. (29) (*See* Arbitration Bond, Pleas, *poſt.*)

Plea, that he made a bond for payment of the money. Replication, that he did not, *Pl. Gen.* 277.

Plea, ſtatute of limitations, that action did not accrue within ſix years, 2. *San.* 62. Demurrer to declaration on award, *Ibid.* 128. 130.

Plea, that he made no award, *Co. Ent.* 159. *Nil debet per legem, Vet. Int.* 64.

Plea, *nul award.* Replication, that arbitrators made their award, and proteſting

that

that defendant did not perform any thing; for plea, did not pay the money, Rejoinder, and after oyer of the award, demurrer, *Wy. Ent.* 219. Replication, by award made, and breach aſſigned for non-payment of money. Demurrer, *Ibid.* 309. 315. 317. 2. *Vent.* 220. 240. *Lev. Ent.* 40. Replication, award made betweenplaintiff and others, and defendant and others did not perform the award in any thing. Rejoinder, that they made no ſuch award, *Ra. Ent* 154.

Plea, *nul award.* Replication, award made and prepared, and offered to be delivered to defendant on a certain day, but neither defendant nor any for him came on the day to receive; and breach aſſigned for non-payment of the money. Rejoinder, that award was not prepared or offered to be delivered. Demurrer, 2. *Sam.* 184. Judgment for plaintiff.

Plea, that arbitrators made no award in writing or by parol, and that they nominated for an umpire one F. who made no award within the time limited. Replication confeſſes that arbitrators did not make their award, and that they nominated F. umpire, who refuſed, and thereupon arbitrators nominated one C. umpire, who having taken upon himſelf the burden of the umpirage, by parol ordered that defendant ſhould pay plaintiff ten pounds, and plaintiff and defendant ſhould ſeal each to the other general releaſes; and breach aſſigned for non-payment. Demurrer ſpecial, 2. *Vent.* 110.

Plea, no award made. Replication, ſets out the award to pay money, and defendant to deliver poſſeſſion of a houſe; defendant had notice and plaintiff ready at the day to pay, and no perſon ready to receive, and avers defendant did not deliver poſſeſſion. Demurrer, *Lev. Ent.* 32.

Plea, that arbitrators made no award, nor elected any umpire. Replication, award made, proteſting that plaintiff did not perform any thing; for plea, did not pay, 2. *Bro.* 102. 104.

Plea, no award, *Tho.* 204.

Plea, that the ſeveral arbitrators did not, nor did umpire make any ward. Replication confeſſes the ſeveral arbitrators made no award, but that the umpire made umpirage: and breach aſſigned among others for non-payment of the money; iſſue, that he did not make, &c. *Ibid.* 190. *Clif.* 142. Demurrer, 1. *Sam.* 62. *Clif.* 137.

Rejoinder, that umpirage was revoked, and iſſue, *Clif.* 140.

Plea, offered to pay the money, and tender of a general releaſe, and plaintiff refuſed to accept them. Replication, that at another time he demanded the money and then defendant refuſed. Defendant demurs, *Lev. Ent.* 44.

Plea, that arbitrators awarded that each of the parties on requeſt ſhould ſeal and deliver to each other a lawful releaſe, which plaintiff did not requeſt. Replication, that he did. Rejoinder and iſſue, *Tho.* 204.

Plea, that arbitrators made no award to be delivered to the parties at S. Replication, that two arbitrators made their award, and proteſting that plaintiff had kept and obſerved all things, &c. and defendant none; for plea, non-payment. Demurrer, and judgment for plaintiff, 1. *Sam.* 104.

Plea, that arbitrators made their award to pay money and deliver general releaſes, which defendant did. Replication, did not pay, and iſſue on the *tender*; but rejoinder by way of *eſtoppel.* Demurrer, 1. *Sam.* 324.

Plea, that arbitrators made their award of ſeveral things to be done, and payment of money on ſeveral feaſt days, which defendant did. Replication, proteſting that he did not pay any money; for plea, that did not pay on a certain day, and iſſue on payment, *Pl. Gen.* 204.

That arbitrators made their award, and plead ſpecial performance. Replication, that defendant did not ſurrender the twelve acres of land and one cloſe of paſture, and iſſue, *Pl. Gen.* 297.

Plea, award made *puis darrein continuance* pleaded at the aſſizes. Replication, *nul award*, and iſſue, *Br. R.* 181.

Plea

Plea of payment to debt on award, *Bro. Met.* 184.

Plea, *nul award*. Replication confeſſes, but ſhews an award by the umpire, and aſſigns a breach for non-payment of the money. Demurrer, and judgment for defendant, *Re. Dec.* 24.

Replication to *nul award*, an award made to pay, &c. and defendant did not, &c. *Clif.* 139 142. Demurrer, *Ibid.* 144.

Plea, that an award for payment of money to a ſtranger for the uſe of plaintiff is void, *Ibid.* 139. Replication to *nul award*, an award to pay money at the ſhop *(ſtreven)*, with averment that he would have paid it, *Ibid.* 143.

Plea, *nul award*. Replication, that arbitrators made ſuch award, but does not aſſign breach. Demurrer, 3. *Br.* 145. *Cro.* 285. Replication by award, and breach. Rejoinder, *nul award*, omitting (ſuch), *Dyer*, 216. Replication, that defendant diſcharged arbitrators. Demurrer, 8. *Co.* 80.

That arbitrators made no award, and that C. one of the arbitrators, died within the time; and defendant and others diligently endeavoured to get arbitrators to make their award. Replication, proteſting that they did not endeavour; for plea, that C. was alive on the day, and traverſes dying before, *Ra. Ent.* 154.

That C. and M. who was not his counſel, made the award, which defendant performed, and traverſes that C. and his counſel made the award. Replication, that C. and J. and L. his counſel, made the award, and proteſting, &c. for plea, that defendant entered into the bonds. Rejoinder, that C. and the ſaid J. and L. made the award, *Ra. Ent.* 156 *Vet. Intr.* 122.

Plea, that arbitrators made no award. Replication and iſſue, *Dyer*, 243. And demurrer, *Cr. Ent.* 127. *Mar.* 275. 283.

Plea, proteſting no award made; that they did not deliver any award. Replication, ſhews award and breach. Demurrer, *Dyer*, 243.

Plea, neither arbitrators or umpire made any award. Replication, award made by arbitrators, and breach aſſigned for non-payment. Rejoinder, *nul award*, *Her.* 313.

That arbitrators made no award or elected umpire. Replication, that arbitrators could not agree, but they choſe umpire, who made the award, and defendant did not pay on requeſt. Rejoinder as before, that arbitrators made no award, and traverſes chuſing umpire, and iſſue, *Vet. Int.* 236.

That arbitrators made their award of ſeveral things to be done, which defendant did. Replication, did not pay in ſatisfaction of the trelpaſs, *Ra. Ent.* 155.

Replication, proteſting defendant did not perform any thing; for plea, did not carry the ſtones, *Ibid.* 155.

Plea, award, that he ſhould not plough the land; and to reſidue, performance. Replication, that he did plough the land after award made, *Ajb.* 242.

That arbitrators made their award in *hec verba*; and as to ſeveral articles, performance ſpecially; and as to others, performance generally. Rejoinder and iſſue, *Ra. Ent.* 155.

That arbitrators awarded plaintiff to pay defendant twenty ſhillings, and plaintiff ſhould have from defendant *(ſumajer)* of fiſh, which defendant tendered, but plaintiff refuſed. Replication, that arbitrators awarded him to deliver four *ſemas* fiſh and other things, which defendant did not, and traverſes the award as defendant alledges, *Ra. Ent.* 155.

That arbitrator before the day made the award, which defendant is ready to perform if plaintiff, &c. Replication, that arbitrators made another award, and traverſes award to be as defendant alledges, 33. Hen. 6. c. 28.

That arbitrators awarded defendant to pay plaintiff forty ſhillings, and a fine to be aſſeſſed in the marches of Wales, which is not yet aſſeſſed. Replication, that fine was aſſeſſed, and for plea, did not pay the forty ſhillings, 3. *Br.* 147.

That arbitrators made their award in writing under their hands and ſeals, ready to be delivered to the [illegible] award [illegible] appears by the writing in court, and

and performance generally. Replication, did not discharge plaintiff of a forfeiture of recognizance pursuant to the award. Rejoinder, that he did, and shows how, *Her.* 305.

Plea Bills Penal. (30) (*See* Plea to Bonds, *post.*)

Plea by *acquittance*, mentioning that the bill could not be found, and averment that it is the same bill. Replication, *non est factum*, *Bro. R.* 201.

Plea, *judgment recovered* in C. B. removed into B. R. by writ of error, and there remains unreversed, 2. *Mo. Intr.* 257.

Plea, judgment recovered in the court *(de gruppo)*, *Cl. f.* 186. Replication, *nul tiel record*, *Ibid.* 187. To two bills of same date, *per minas*, *Her.* 301. *Pl. Gen.* 234. *Cl. Aff.* 72. *Tho.* 424.

On bill, *per minas*. Replication, voluntarily, *Pl. Gen.* 343. *Br. R.* 172. *Cl. Aff.* 72. 313. *Bro. Vad.* 501

Plea of infancy to debt on bill, 1. *Br.* 88. *Wilk.* 270. *Mo. Intr.* 187.

Plea of infancy concluding to the country to *mutuatus*, on bill. Replication, that defendant was indebted to plaintiff in money for medicine,, and made his bill to secure payment. Rejoinder, that he was not indebted for medicines, *Aſſo.* 242.

That after delivery of the bill the plaintiff interlined theſe words, &c. *Bro.* 199. *Mo. Intr.* 160. *Pl. Gen.* 259.

That bill was a new writing and interlined in theſe words, *Wilk.* 277. By delivery and interlineation in an indorſement of a writing, 3. *Br.* 135.

Plea that he acknowledged himſelf to owe M. eighteen pounds and M. in his lifetime after delivery, eraſed the bill and put the letter L behind the letter X, and ſo made the ſum LXVIII. Replication, traverſes that M. eraſed the bill after delivery, *Mo. Intr.* 189. *Bro. R.* 260.

Plea, that he agreed to make the bill with a condition, *Ra. Ent.* 180. *Vi. Intr.* 17. 42. *Pl. Gen.* 260.

Plea, *defeaſance*, that if plaintiff or any other ſhould ſue defendant, by which defendant ſhould be put to prove that he was not concerned with one E. bill to be void, and ſhows a ſuit was brought in chancery againſt him by E. but does not ſhew in his own plea that plaintiff ſues on the bill in *defeaſance* mentioned, *Wi. Ent.* 237.

Plea, payment, to bill, at the day, *Cl. Man.* 250. *Bro. Vad.* 212.

Plea, a due compoſition, by which defendant and other creditors granted to accept ſeven ſhillings in the pound, and give a releaſe on payment thereof. Defendant tendered the money which plaintiff refuſed, 1. *Bro.* 190.

Plea, after bill given, defendant and other creditors gave him a letter of licence for three years, and granted that if any of them ſhould ſue or moleſt defendant and not releaſe him within one day after requeſt that then the deed ſhould be conſidered a releaſe, *Bro.* 160. *Cuſt.* 147.

Plea, that on account defendant was indebted to plaintiff in thirty-two pounds, beſides eighty pounds on bill, and it was agreed between the parties that defendant ſhould enter into a recognizance, in nature of ſtaple Pople, for payment of both on a certain day, which he did, and plaintiff accepted and defendant afterwards paid. Demurrer, *Wi. Ent.* 171.

Plea (bill, if plaintiff ſhould not conſider a good title to two acres of meadow before a certain laſt day), that defendant, before the feaſt, enfeoffed plaintiff of the meadow, and plaintiff conſidered that the title was good, *Pl. Gen.* 254.

Plea (to bill for payment of money when God ſhould enable him, that it is not in his power to pay, *Aſſo.* 202.

Plea (to bill for payment of five pounds if he ſhould go or run with a certain number days and hours from one place to another), that he did n[illegible] 3. *Br.* 177.

Plea (to bill for payment of foreign money), that he was ready on the maket day to pay Engliſh money to the value if plaintiff had been there, and would deliver the bill, and traverſe that the foreign money amounted to the ſum in the declaration, and iſſue, *Ru. Ent.* 158.

Plea to bill, *payment* on the day; to *emiſſet*, *nil debet per legem* on the day, *Hau.* 74.

Bonds for Payment of Money. (31)

Plea—By the Parties themſelves. (32)

(*See* Executors [illegible] Heirs and Deviſees)

Set off. Re[illegible] Dureſs. Bankruptcy.

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400. Plea, *non eſt factum*, *ſet off*, and *releaſe*, to debt on bond for payment of money. Replication; demurrer.

405. Plea, craving oyer of the bond, which is with a ſpecial condition to maintain and inſtruct plaintiff during her infancy till marriage, and then to pay two hundred and fifty pounds, and *debet poſt dem*, according to the ſtatute. Replication; rejoinder,

436. Plea, that one L. M. and one R. M. joined with defendant, and after paid the money to debt on bond by American loyaliſts), plaintiff and defendant ſued

447. here ſeparately. Replication; rejoinder; ſurre-

454. joinder; rebutter; demurrer to rebutter.

[illegible] Plea of *ſet off* to an action upon a bond or indenture.

490. Plea, that defendant, after making the bond, and after the ſame became forfeited, and after cauſe of action accrued, became *bankrupt*.

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[illegible]

997. Plea of *dureſs* to debt on bond. Replication, that he was at large and voluntary.

398. Plea in abatement to a debt on bond, that two were jointly bound, and only one named in the writ and declaration.

420. Plea to debt on bond, that the money due on the bond was lent to a third perſon, and the bond made to the plaintiff as his truſtees, that ſhe is dead, and indebt

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ed to the defendant in more than the amount which he offers to ſet off.

430. Plea of *non eſt factum*; *bankruptcy* in plaintiff.

432. Plea to debt on bond; 1ſt, *non eſt factum*; 2d, over of bond and condition, which was given to plaintiff in *conſideratian* ſhe would live in *fornication* with defendant.

Plea General Iſſues. Payment. Dureſs. Eſcrow. Performance. Reſignation Bonds. Set off.

[illegible] on Bond - not ſo much [illegible] for - a judge [illegible]

	Precedents *in* Books *of* Practice, Reporters, &c.
Plea, *non eſt factum*, - - - - - -	1. R. Pr. B. R. 178
Nil debet, and *non detinet*, - - - -	*Ibid.* 178
Nil debet per legem, - - - - -	*Ibid.* 545
[illegible] according to ſtatute. Replication, - -	*Ibid.* 207
Nul tiel record, replication, and iſſue, - -	*Ibid.* 232
[illegible] bill obligatory, according to the ſtatute, -	2. R. Pr. B R. 79
Solvit ad diem to a bond. Replication, *non ſolvit*, -	*Ibid.* 80
Plea, *ſolvit ad diem*, and *ſolvit poſt diem*, - -	Mor. Pr. 533
[illegible] *dureſs*. Replication, that defendant defrauded plaintiff of his goods, and being in cuſtody for the ſame, voluntarily made and executed the writing-obligatory, with the ſaid condition for the payment of the value of the goods. Rejoinder, that defendant made and delivered the writing-obligatory by dureſs of imprisonment, -	*Ibid.* 534. 536
Replication to a plea of dureſs, that defendant was at liberty, [illegible] and of his own free will made and delivered ſaid writing-[illegible]ga[illegible] - - - - -	*Ibid.* 537
Plea, [illegible] to [illegible] on [illegible] for non payment of ſeveral bills of exchange, conditioned to be paid with intereſt from the [illegible] the date, by way of penalty, if the ſaid bills were protested; that before ſuing forth the original writ, the [illegible] on producing ſuch bill with the proteſt, did well and truly *pay*, &c. together with intereſt from the [illegible]ay[illegible]ate, &c. and that the bills were never preſented for acceptance. Replication, that bills were preſented, and proteſted for non-payment, and iſſue. Suggeſtion entered that ſaid ſeveral bills were not duly paid, and that the bills were duly preſented and proteſted for [illegible] payment, - - - - -	1. H. Bl. Rep. 227
[illegible] an action of debt on bond, with condition to ſurrender copyhold lands, that copyhold was ſurrendered, and that J. afterwards held them without any interruption from defendant. Replication, that the eſtates were ſurrendered	

PRECEDENTS *in* BOOKS *of* PRACTICE, REPORTS, &c.

to the uſe of plaintiff for life, remainder to L. S. and Jane his wife, and that Jane entered into her eſtate for life. Demurrer, and joinder. - - - - 2. Mod. Ent 231

Plea to debt on bond, *non eſt factum*, and tender as to part, 5. T. R. 47

Plea of dureſs of impriſonment, - - - Pl. Aſſ. 452

Plea to debt on bond, that [illegible] was *non compos mentis*. Replication thereto, [illegible] - 2. R. Pr. C. B. 37

Plea, delivered as an *eſcrow* upon condition. Demurrer thereto, with cauſes, - - - 2. R. Pr. C. B. 39

Plea (to debt on bond, given by an incumbent to the patron on preſentation to reſide on the living, or to *reſign* if he did not return to it after notice, and not to commit waſte, &c.) 1ſt, that he had reſided at the curacy houſe, and had not committed or ſuffered waſte; 2d, that after appointment, he had a general licence to reſide elſewhere. Replication, 1ſt, that the defendant voluntarily abſented himſelf, and that plaintiff gave him notice to reſign; 2d, that plaintiff countermanded the licence. Demurrer, and joinder, - 4. T. R. 7[illegible]

Plea to debt on bond, given in purſuance of 4. Geo. 3. c. 33. where the ſurety was under terms by a judge's order to plead iſſuably, that error was depending in an action againſt the principal, a trader having privilege of parliament, - - - - - 2. H. Bl. Rep. 3[illegible]

Plea of *dureſs* to debt on bond, - - - 1. R. P. C. B. 164

Plea of payment by one before day, to debt on bond. Special demurrer thereto for not pleading it as a payment on the day, the other being matter of evidence only to prove that iſſue, and for that plea is not iſſuable, - Lill. Ent. 128

Plea of *dureſs* of impriſonment to a bond, - - Pl. Aſſ. 452

Plea to debt on bond, given by a member of Gray's inn, for the benefit of the Society upon his admiſſion. Conditions performed. Replication ſpecial, and ſhews breach, *not paying his penſions*. Demmurrer. Judgment for plaintiff, [illegible] - - - - 1. Ld. Raym. 5[illegible]

Plea to debt on bond, by huſband and wife, that by articles of agreement between the wife, her ſiſter, and the defendant, the intereſt of the money was to be paid to one of the ſiſter's, upon an event which had happened, - 5. T. R. 25[illegible]

Plea to debt on bond, that there was juſtly due to plaintiff the ſum of , and no more, and *ſet off*. Replication, that there is juſtly due and owing a larger ſum. Demurrer, [illegible] - - - - 3. T R. 65

Plea of *ſet off* on a bond from a bankrupt to defendant, to an action brought by his aſſignees, - - *Wilſ. Rep.* 155.

Plea to debt on bond, that it was given before the independence of America, that defendants eſtate both real and perſonal was confiſcated, as being an enemy, and ſubject to the payment of his debts. Replication, that at the time the bond was given, the State of New York, where the bond was given, was not one of the United States, but

	PRECEDENTS *in* BOOKS *of* PRACTICE, REPORTERS, &c.
was one of his majeſty's colonies in open rebellion. Rejoinder, that at the treaty of peace with the Americans all confiſcations were made valid, and that the States of America exerciſe legiſlation and government independent of the government of this country, and that the law of confiſcation is ſtill in force, -	1. H. B. C. Rep. 126
Plea of *ſet off* to debt on bond, for [illegible] of wheat and other goods. Replication, not indebted, -	2. R. Pr. C. B. 29
Plea to debt on bond againſt defendant, whom plaintiff took as a ſurgeon aſſiſtant, with condition not to exerciſe the profeſſion within certain limits, that without any miſconduct in defendant, plaintiff diſmiſſed defendant, that defendant lawfully ſerved an apprenticeſhip, wherefore he practiſed, &c. and that the agreement was void in law. Replication, that defendant was guilty of miſconduct, for which he was diſmiſſed. Special demurrer, with cauſes, - - - - - -	5. T. R. 118
Plea to debt on bond, with conſideration that obligee would take obligor into her ſervice, if defendant would not exerciſe the trade within half a mile of Drury-lane, or aſſiſt or inſtruct any other perſon; that ſhe did not carry on the trade within half a mile, &c. Replication, that ſhe inſtructed one D. to exerciſe ſaid trade within half a mile, - - - - - -	2. Ld Raym. 1456
Plea, *prior action* brought in C. B. for the ſame debt, to an action brought in B. R. Replication, *nul tiel record*. Rejoinder and iſſue, - - - -	Lill. Ent. 479
Plea of *payment* after the day, to debt on bond, by the wife of the obligor, deceaſed, - - -	*Ibid.* 480

Similar plea to debt on bond and bill, *Cl. Aſſ.* 150.

Plea, payment on the day. Replication, and iſſue, *Cl. Man.* 250.

Plea, that the principal perſon paid the firſt and ſecond payment, and third is not due. Replication, iſſue on the firſt, *Bro. Vad.* 177, 221.

Plea, that plaintiff levied debt and damages by *ſcire facias*, *Clift.* 247.

Plea, that money and ſalt in conditioned mentioned *were delivered*, 1. *Br.* 83. 3. *Br.* 116.

That defendant *delivered* the barley on the ſeveral days in the condition mentioned. Replication, did not deliver one quarter on a day certain. Rejoinder, and iſſue, 2. *Br.* 110.

Plea, that defendant *paid* and *delivered* money in condition mentioned, *Bro. R.* 173.

Plea, delivery of four quarters of oats, and ten of barley, and paid the money between the feaſt of M. and N. Replication and iſſue, that he did not deliver, *Br. R.* 192.

Non eſt factum to bond, wager of law to *emiſſet* which defendant perfected, *Ajbt.* 191.

That there was a defeaſance for *payment* of money at ſeveral times, and that he paid, &c. Replication, did not pay on that day, and iſſue, *Ra. Ent.* 18. *Vet. Int.* 74.

Plea

Plea to debt, articles of defeasance made between plaintiff and defendant, and two others, for whom defendant granted plaintiff an annual rent of eighty pounds during the life of one E. and if defendant should punctually pay the said annual rent, bond to be void, and defendant paid the rent on a day certain. Replication, protesting, &c. that defendant and another only, without the third, become bound, and traverse that defendant and two others were bound. Demurrer special, and traverse held bad, *Wi.* 207.

Plea to debt on bond for *payment at* the day; *payment*, *Reb. Ent.* 200. *Pl. Gen.* 288, 320, 337, 334. *Bro. Vad.* 220. *Cl. Aff.* 82. 1. *Inst. Cl.* 215. *Ra. Ent.* 185. *Vet. Int.* 18. at two days of payment on two bonds. Plea, payment *at* the several times, and issues, *Ro. Ent.* 221. *Wi. Ent.* 287. *Bro. R.* 192. *Pl. Gen.* 258, 328. 330. *Bro. Vad.* 219. *Tho.* 434, 435. *Clif.* 147. *Mo. Ent.* 178. *Bro. R.* 222. *Bro. Met.* 243. *Cl. Aff.* 118. *Ra. Ent.* 184, 185. *Vet. Int.* 18. *Ra. Ent.* 170. 185. 3. *Br.* 115.

Plea, *payment* of all the money hitherto to be paid, *Ra. Ent.* 185.

Plea to three bonds severally, after oyer of each several condition, *Aff.* 219. Replication, and three several issues on non-payment severally, *Mo. Ent.* 202.

Plea, (condition was for payment of money on plaintiff's return from Rome with a certificate) that he was not there molested, &c. and did not bring the certificate. Replication, and issue, 3. *Br.* 143.

Plea, that plaintiff received annually eight shillings, for four years, for the farm of lands, and that defendant at the end of the term was prepared to enfeoff plaintiff. Replication, protesting that he did not receive *any* money for plea, did not receive in the last year, *Ra. Ent.* 182.

Plea to debt on bond, for money to be paid on request; that plaintiff did not request, *Bro. Vad.* 157. *Han.* 109. Com. Dig. Pleader 2 W. 29. com.

Plea, condition for payment of twenty pounds at the end of three months, when he should attain the age of twenty-one years; *payment.* Replication and issue, *Br. R.* 192. 3. *Br.* 117.

Plea to debt, several days of payment; *payment at* two days, and the other is not yet incurred; issue, did not pay *at* the day, *Mo. Int.* 178. *Han.* 108.

Plea, *payment* on the two days, and before residue was due, plaintiff exhibited his bill, and like issue, *Br. R.* 222.

Plea, *payment* at three days, but before the third payment was due, plaintiff sued out an original. Replication, and issue on payment, on the third day, *Pl. Gen.* 246.

Plea to debt on bond, made to the chamberlain of London, that plaintiff *was threatened* by the mayor of London *with imprisonment*, if he did not execute the bond, *Tho.* 209.

Plea, *per minas* to debt on bond, *Bro. Vad.* 201. 1. *Inst. Cl.* 217. *Hanf.* 106. *Ra. Ent.* 150. 324. *Wilk.* 272. *Vet. Int.* 17. 22.

Plea to debt, by widow, that plaintiff was *covert* at the time of executing the bond. Replication that she was *sole*, *Pl Gen.* 350, 318. *Ra. Ent.* 168. *Vet. Int.* 74.

Plea of infancy, *Ro. Ent.* 227. *Pl. Gen.* 334. *Mo. Int.* 136. *Cl. Aff.* 76. 1. *Inst. Cl.* 216. *Tho.* 427. *Ra. Ent.* 163. *Vet. Int.* 18.

Plea, infancy. Replication, that defendant was indebted to plaintiff in fourteen pounds for *necessary* cloathing, and made his bond to recover the payment. Rejoinder, that bond was not given for payment of money, but necessary cloathing, *Mo. Ent.* 215.

Plea, *duress* to debt on bond, 2. *Bro.* 99. *Pl. Gen.* 313. 2. *Mo. Ent.* 233. *Bro. Vad.* 214. *Cl. Aff.* 77. 1. *Inst. Cl.* 219. *Ra. Ent.* 250. *Vet. Int.* 18. *Aff.* 218. on several bonds, 3. *Br.* 171. Plea, and replication, that defendant was indebted to plaintiff in eighteen pounds, and that plaintiff procured him to be arrested by

warrant on *latitat*. *Aſh.* 248. Replication, that defendant was committed to the Fleet, in execution, at the ſuit of the plaintiff, who gave *bond* for the payment, and traverſes dureſs, *Id.* 249.

Plea, dureſs. Replication, *at large*, *Bro. R.* 200. *Tho.* 426. *Hanſ.* 106.

Plea, conditions performed to bond *non eſt factum*, to bill, wager of law to account, *Ra. Ent.* 170.

Plea, conditions performed to bond, with conditions of payment at ſeveral days. *Non eſt factum* to bill; *nil debet per patriam* to the *emiſſet* and *mutuatus*, *Vet. Int.* 233.

Replication to plea of privilege of parliament pleaded to debt on bond, *Bro. M.t.* 217.

Plea to debt on bond, that one E. and defendant were bound to ſaid plaintiff in ſaid debt, E. died, and plaintiff recovered judgment in B. R. on bond, againſt *adminiſtrator* of E. and took him in execution, who being in cuſtody of ſheriff, ſatisfied plaintiff, and that ſheriff, with plaintiff's conſent, *permitted him to go at large*. Replication, proteſting, &c. that he *did not permit adminiſtrator to go at large* with *plaintiff's conſent*. Tenders iſſue, and demurrer, 2. *Bro.* 62.

Plea to debt on bond, reciting that defendant, with two others, were bound at defendants requeſt to plaintiff in three ſeveral bonds, for the ſum of fifty pounds ſeverally; plaintiff recovered on the two bonds againſt one, and in conſideration of one hundred and eighty pounds in hand, paid by him, *releaſed* him of all bonds. Replication, after over of indenture, in which was a proviſo that *he* ſhould not permit the other defendant to have the deed to take any advantage of it, reciting alſo an order of Chancery, made by defendant's conſent to pay the money on the bond to plaintiff. Demurrer, judgment for plaintiff. *Ha.* [illegible] 295.

Plea. *releaſe* to the other obligor, who was bound in the ſame bond, 2. *Mo. Intr.* 234. *Bro. Vad* 503.

Plea, releaſe of all actions to obligor, who died, *Bro. Mit.* 249.

Plea, *payment before* the day, and plaintiff *releaſed*, *Cl. Aſſ.* 129.

Non eſt factum to firſt bond, condition performed to the other, *Ra. Ent.* 182.

Plea to debt on bond by the late prior and convent, that prior induced the ſeculars to go into the capital mantion, and impriſoned them till they made the bond, and iſſue, *Ra. Ent.* 251. *Vet. Int.* 103. 126.

Plea to debt on bond, againſt mayor, ſheriff, and corporation, that the mayor was impriſoned until the ſheriff and corporation made the bond. Demurrer, *Ra. Ent.* 251. *Vet. Int.* 67.

Plea, *releaſe*. Replication, *dureſs*, *Ra. Ent.* 220.

Plea to debt on bond, *Ha. Ent.* 202. *Pl. Ge.* 333. *Mo. Ent.* 187. *Ra. Ent.* 160. 180. *Non eſt factum* of *teſtator*, 10. *Co.* 120

[illegible] hundred pounds after over of bond, on which defendant ſays, that the bond does not warrant the writ, for that in the bond are theſe words, *odim geſtan*, which are no ſignification of any ſum. Judgment for defendant, with coſts, 3. *Br.* 100.

That defendant *paid* the money due on bond, and defendant delivered to him a writing in the name of an acquittance, and then took it away, and *non eſt factum*, 1. *Bro.* 198. *Ra. Ent.* 180. *Vet. Int.* 109. *Dyer* 51.

That after delivery of the bond it was erated, and word *forty* was inſerted, *Tho.* 18.

Debt againſt prior on bond made by predeceſſor. Plea, that late prior before ſealing the bond reſigned the priory, and afterwards took away the ſeal of the convent, and made the bond *non eſt factum*. *Ra. Ent.* 179. *Vet. Int.* 109.

Plea, raſure in the date of the bond, *Bro. Vad* 450. Replication, that the raſure was before the delivery, and iſſue, *Bro. Vad.* 450. ſimilar raſure, the bill of [illegible] put for *Br. R.* 258.

Debt on bond for thirty pounds; plea, that plaintiff made the bond for twenty pounds, and after ſealing altered it to thirty pounds; replication, raſure was made before the ſealing, and delivered afterwards, and traverſes raſure after ſealing, 1. *Br.* 90. *Bro. R.* 177.

Debt on bond for ſeventy pounds; plea, that he made a bill to plaintiff for twenty pounds, and plaintiff, after ſealing, put figure 7 inſtead of 2, and *non eſt factum*, 1. *Bro* 179. 198.

Plea, that defendant, an unlearned man, agreed to make his bond for ten pounds, and ſo the writing was ſhewn to him, 1. *Bro.* 198. *Tho.* 173. *Mo. Intr.* 206. *Ra. Ent.* 180. *Vet. Intr.* 17.

Plea, that he agreed to give a bond for ſix pounds, for payment of ſix pounds at two days, with a condition that one B. ſhould be inducted into a living vacant, and the condition is different, *Ra. Ent.* 180.

Plea, that defendant, an unlearned man, agreed to make the bond with a different condition, *Bro. R.* 201. *Ra. Ent.* 181. *Vet. Int.* 18. 235.

Plea, by ſpecial *acquittance*; replication, *non eſt factum*, *Bro. R.* 201. *Mo. Intr.* 190.

Plea, *releaſe*; replication, that it is not his deed, for that it is eraſed, *Pl. Gen.* 346. 235. 3. *Br.* 133.

Plea, releaſe to *attaint*; replication, that being *lay*, he granted the releaſe for a debt only, *Ra. Ent.* 91.

Plea, releaſe; replication, that he granted releaſe for arrear of rent, and not a releaſe of treſpaſs for condition broken, 2. *Co.* 7.

Plea, that defendant cauſed a bond to be made and delivered as an *eſcrow*, with intent that one J. ſhould be put in fear, ſo that he might perſonally appear, &c. *Ra. Ent.* 13.

Plea, that defendant *eraſed* the bond, with condition, containing divers ſpaces and intervals, and that after delivery, the words were written within the ſpaces; replication, that before the ſealing, defendant conſented afterwards to ſeal, the ſpaces being filled up in the condition; rejoinder, traverſing the conſent, *Ro. Ent.* 233.

Plea, that defendant cauſed a bond to be made, and delivered it as an *eſcrow*, on condition that plaintiff would deliver an indenture of demiſe and bond for performance of covenants thereon made by defendant, that did not deliver, 2. *Bro.* 82. *Hanſ.* 115.

Plea, that bond was given on condition that *huſband and wife* ſhould not marry, *Tho.* 141.

That it was on condition that one J. ſhould deliver a bond in which defendant was bound to J. *Vid.* 154. *Mo. Intr.* 188.

That condition was, if deodand belonged to the mayor, bond ſhould be kept as an *eſcrow*; but if to plaintiff, as king's almoner, bond ſhould be delivered as his deed, and that deodand belonged to the mayor, &c. 1. *Bro.* 177. *Ra. Ent.* 198.

That defendant, an unlearned man, delivered bond as an *eſcrow*, to be delivered to plaintiff when [illegible] found [illegible] ſecurity to indemnify [illegible] for money mentioned in the bond, [illegible] *Ra. Ent.* 181. *Vet. Intr.* 18[illegible] 3. *Br.* 154.

Plea, that there was a *colloquium* about the money paid, when the bond was delivered without any ſuch, *Bro. R.* 202. 3. *Br.* 134.

Plea, that there was a deleting, &c. in indorſement of the bond after the delivery; replication, did not delete, *Bro. R.* 202.

Plea, that defendant delivered bond to W. to indorſe, *with condition to ſtand to award*, and then delivered to plaintiff as his deed. *Ra. Ent.* 181.

That defendant delivered bond to be delivered to plaintiff, who refuſed to accept for which J. left the bond with plaintiff as an *eſcrow*, not as his *deed*; demurrer

rer, *Co Ent.* 145. *Dyer* 167. When plaintiff ſhould execute to defendant a releaſe, *Ra. Ent.* 181. *Vet. int.* 18.

Plea to debt on two bonds by one obligor, that he delivered the bond as an *eſcrow* by the other *conditions performed ſpecially*, *Ra. Ent.* 182.

Plea, on condition that defendant would ſhow plaintiff ſufficient matter to diſcharge him from a *relief* demanded, or pay plaintiff one hundred ſhillings which he tendered, *Ra. Ent* 181.

Plea, that bond was given on condition that plaintiff would make an indenture defeaſance, 9. *Co.* 137. On condition that plaintiff would deliver defendant one hundred buſhels of ſalt, *Alb.* 222.

Plea, that defendant delivered bond as an eſcrow, on condition if defendant, before a certain day, ſhould not pay plaintiff forty ſhillings, then to deliver bond, otherwiſe not, which forty ſhillings, defendant, before the day, tendered, and plaintiff refuſed; *non eſt factum*, *Pl. Gen.* 281. On condition to be delivered when defendant ſhould make plaintiff a deed of annuity, *Ibid.* 290.

Plea (condition to pay money and deliver ſalt), that he paid money and delivered ſalt on the day in the condition mentioned; replication, proteſting, did not deliver, did not pay, and iſſue, *Bro. R.* 173.

Plea, that he did deliver oats and barley, and paid money according to the effect of the condition; replication, proteſting did not pay, and iſſue on delivery, *Bro. R.* 192.

Plea (condition to pay rent and repair), he was not reaſonably required to pay the rent, and did repair: replication, duly demanded rent, and defendant refuſed to pay; rejoinder, and iſſue, *Cl. Aſſ.* 403.

Non eſt factum to bond wages, law to *imparl*, which plaintiff perfects after the eſſoign, *Aſſiſe*. 191.

Non eſt factum to bond to money borrowed, *nil debet per patriam*, 1. *Bro.* 166. *Pl. Gen.* 355. 356. *Cl. Aſſ.* 181. 118. 125. *Hard.* 109.

Plea to *three* bonds, an indenture, and all conditions performed generally to firſt bond; condition performed to ſecond and third; replication by breach, and non-payment of the money in the indenture contained to the firſt demurrer, *Vi. Ent.* 281. *Ra. Ent.* 182.

Plea *uncore priſt* to part, abatement to bond, to the country, to *mutuatus*, *Pl. Gen.* 250; replication, iſſue on the tender, *Ra. Ent.* 159. *Pl. Gen.* 356. *Cl. Aſſ.* 119. To the reſidue, *per patriam*.

By Repreſentatives, Executors, and Adminiſtrators (33).

Plea. Judgments, Set-off, Bankruptcy, Satisfaction, Payment, Releaſe.

7. Plea, judgments recovered on bond againſt defendant, as executrix, more than ſufficient to cover the aſſets; replication, ſhewing how much was due on each judgment, and aſſets *ultra*, and that defendant keeps
8. the judgment on foot *per fraudem*; rejoinder, proteſting that obligees were not willing to accept the ſums in the replication in diſcharge of the judgments recovered; has not aſſets to ſatisfy them; traverſing
392. the fraud; and concludes with a verification.
5. Plea of payment by executors; replication.

Vol. V. Page		Precedents in Books of Practice Reporters, &c.
399.	Plea to debt by obligee named *executrix* of perſon to whom debt was due; *non eſt factum* and *ſet-off.*	
412.	Plea, *non eſt factum* to the bonds, and to other counts *nil debet.*	
413.	Plea (oyer of bond and condition, which was for the *payment* of a ſum of money with intereſt), *non eſt factum*; 2d, *payment*; replication, did not pay.	
414.	Plea, *non eſt factum*; 2d, that after the making of the bond, a commiſſion of *bankruptcy* was taken out againſt the plaintiff, and that the money is due to	
416.	plaintiff's aſſignees; replication, admitting that plaintiff became bankrupt, and that he had aſſigned over the bond to a creditor, and that the action is brought in the name of the plaintiff to recover the money for the uſe of the creditor; demurrer.	
417.	Plea to debt on bond at the ſuit of executors, that plaintiffs had obtained a *judgment* againſt defendant	
418.	on the ſame bond; replication, *nul tiel record.*	
418.	Plea, *judgment recovered*, and *payment.*	
419.	Plea (to debt on bond at the ſuit of executors), that defendant and one A. B. gave the bond jointly, and that the obligee in his lifetime *releaſed* A. B. &c.	
Plea, *ne unques executor*; replication, - -		1. R. Pr. C. B. 454
Plea to debt on bond againſt executrix, that the plaintiff and the executrix accounted together, and the was in arrear and indebted to the plaintiff in four hundred and ſixty-ſix pounds, for which ſhe gave him a bond and a warrant of attorney to confeſs judgment, which he received, had, and accepted in full *ſatisfaction* of the money due on the bond, which judgment was entered of record, and a writ of *fieri facias* was executed upon the goods of the executrix for the debt and damages; 2d, like the firſt, except that it does not ſet forth a *fieri facias* iſſued and executed, -		2. Wilſ. Rep. 53
Plea to debt on bond by defendant adminiſtratrix, *plene adminiſtravit*, and that ſhe had a right to *retain* for a debt due to herſelf, - - - - -		1. T. R. 42.
Plea, *non eſt factum teſtatoris*, Lill. Ent. 166. -		1. R. Pr. B. R. 178

Plea, *non eſt factum* of teſtator, 10. *Co.* 120. *Mo. Int.* 88.

Plea by *executer*, that teſtator was a layman, and bond was read to him as a letter of attorney only, and not a bond, and was put before him, 1. *Bro.* 198. *releaſe*, *Fl. Com.* 353.

Plea, *plene adminiſtravit* ſpecially by one executor; demurrer, *plene adminiſtravit* generally by another, *Co. Lit.* 148.

Plea, *judgment* recovered in B. R. againſt teſtator; replication, teſtator paid ten pounds in ſatisfaction, and no execution was ſued out, but defendant permitted judgment to remain unſatisfied, with intention to defraud creditors; rejoinder, did not pay ten pounds, *Aſh.* 228.

Plea, *judgment* in ſtannary court againſt executor; replication, that defendant, after the judgment, paid ſixty pounds in full ſatisfaction, and judgment remained *fraudem*; rejoinder, remained in form, and traverſes fraud, *Aſh.* 225.

Plea, judgment againſt executor in B. R. and *non habet ultra*; replication, *nul tiel record*, *nil dicit* thereon, *Co. Ent.* 269.

Plea to debt againſt executor, *judgment* againſt him by name of adminiſtrator in C. B.; demurrer, *Co. Ent.* 148. Againſt adminiſtrator; judgment in name of executor in B. R. demurrer, *Co. Ent.* 149.

Plea (to debt by executor for arrears of an annuity, for ſervices done and performed), that plaintiff requeſted defendant to ſerve him in the office, in which as before he refuſed; replication, that he offered to ſerve, and traverſes that he refuſed, *Aſh.* 217.

Plea as to part, an *acquittance* to reſidue, *plene adminiſtravit*, *Bro. R.* 173. As to one defendant's death ſince laſt continuance, and the other *plene adminiſtravit*, *Bro. R.* 175.

Plea by one executor, *plene adminiſtravit*, the other renounces proving the will, *Cl. Aſſ.* 133.

Plea, *non eſt factum teſtatoris*, *Cl. Aſſ.* 71. To deliver bonds, *Ibid.* 78.

Plea to debt on bill by executor, that S. was held jointly with B. plaintiff in the ſaid bill, and died inteſtate, after whoſe death adminiſtration of the goods of S. were committed to plaintiff; demurrer, 3. *Br.* 142.

Plea by executor of executor, that firſt executor, with the huſband, *plene adminiſtravit*, *Co. Ent.* 151. That defendant, after the death of the firſt executor, *plene adminiſtravit*, *Ib.d.* Where firſt executor, *plene adminiſtravit*, *Dyer*, 174.

Plea, *ſtatute ſtaple*, and no goods, *ultra*; replication, by defeaſance for performance of covenants in an indenture of bargain and ſale, none of which were broken; demurrer, *Co. Ent.* 146.

Plea (to *ſcire facias* againſt adminiſtrator on a judgment in debt in C. B. affirmed on writ of error), that before *ſcire facias* ſued, the goods of inteſtate were taken and extended on ſtatute ſtaple, and had no other goods; replication, that judgment was affirmed on writ of error pleaded by defendant before extent iſſued, of which defendant had notice, and of the judgment, and plaintiff prays judgment of the debt; demurrer, *Co. Ent.* 154.

Plea (to *ſcire facias* againſt executors of bail), *judgment* againſt teſtator in London, and that defendant paid the debt and damages recovered towards funeral, and proving the will, and *plene adminiſtravit præter*, four pounds brought into court to ſatisfy plaintiff; replication, *nul tiel record*, *Moile*, 105.

Plea, ſeveral *judgments* in the inferior court; replication to part, *per fraudem* to other part, payment in ſatisfaction, and that the recoveror offered to releaſe or acknowledge ſatisfaction, and judgment remains without ſatisfaction acknowledged *per fraudem*; demurrer, 8. *Co.* 132.

Non detinet from the executor, to the money wager of law, *Ra. Ent.* 152.

Plea (to debt by adminiſtrator on bill penal), that inteſtate was *ſolo de ſe*; demurrer, *Bro. Met.* 224.

Plea, that defendant paid teſtator by the hands of another before day of payment; replication, and iſſue, *Cl. Aſſ.* 314.

Plea (to debt on bond by executor) that T. and W. were jointly bound to teſtator for the ſaid debt, and teſtator in his lifetime recovered judgment in B. R. on the bond againſt T. who was taken on a *capias ſatisfaciendum*, and ſatisfied both debt and damages, 1. *Bro.* 103.

Plea (to debt by adminiſtrator on the appointment of the biſhop), that the inteſtate, at the time of his death, had *bona notabilia* in different dioceſes; *per quod*, the archbiſhop, by his prerogative, committed adminiſtration to A. who releaſed to defendant, 2. *Bro.* 98. *Bro. Vad.* 449. 3. *Br.* 140. Like plea, where archbiſhop committed adminiſtration, 3. *Br.* 141. to defendant.

Plea (to debt, &c. by executor of an executor), that H. died inteſtate; and traverſes that H. made K. executor; replication, and iſſue on the traverſe, *Ro. Ent.* 209. And that *adminiſtration was never* committed to plaintiff, *Bro. Vad.* 214 *Cl. Aſſ.*

Cl. Aſſ. 117. *Tho.* 427. 3. *Br.* 138. *Aſh.* 254. That adminiſtration was committed to another, and not to defendant, *Cl. Aſſ.* 105. Adminiſtration not committed to plaintiff, 3. *Br.* 138. *Ash.* 254. That adminiſtration was committed to another after teſtator's death, and after the will proved, *Bro. Vad.* 471.

Plea (to debt by executor on bond, with condition to pay money to ſuch perſons as teſtator named in his will), that teſtator did not name any perſons to whom the money ſhould be paid; replication, that teſtator, by his will, made plaintiffs executors, who proved, and defendant did not pay them; demurrer, *Wi. Ent.* 228.

Plea (to debt on bond by adminiſtrator), that another commiſſion was granted to M. who gave defendant a releaſe; replication, that ſecond adminiſtration was obtained by fraud, and releaſe was *per fraudem*; rejoinder, proteſting, &c. for plea that M. releaſed to defendant *bona fide*, and traverſes the fraud, and iſſue; judgment, for that the iſſue was inapt, and proceedings void, and repleader awarded, for plea, plaintiff's reply, and ſhew both adminiſtrations, and that adminiſtration granted to M. by the declaratory ſentence of the archbiſhop pronounced was invalid, and the releaſe void; demurrer, *Wi. Ent.* 311.

Plea (to debt by executor of A. on bond made to A. and D.), that D. ſurvived A. *Pl. Gen.* 293. *Ra. Ent.* 328. *Vet. Int.* 197.

Plea to debt by one executor, that teſtator made plaintiff and another executor, and traverſes that plaintiff is ſole executor, *Bro. R.* 200. 3. *Br.* 131. *Ho.* 2.

Plea (to debt on bond by perſon after full age, where adminiſtration was granted, *durante minori ætat.*), releaſe by adminiſtrator *durante*, &c.; replication, that adminiſtration was committed to the ſole uſe of plaintiff; rejoinder, that it was committed to adminiſtrator's own uſe, *Tho.* 141.

Plea (to debt on bond by executor), that teſtator made plaintiff and three others executors *durante*, &c. of J. who completed his age before ſuing out the writ, and there defendant delivered to him the goods and chattels of the deceaſed, which J. received, and took upon himſelf the burthen of the execution as executor, and traverſes that defendant, on the day of the original, or ever after, was executor, or any goods of teſtator ever after adminiſtered; ſpecial demurrer *Wi. Ent.* 353.

Plea (to debt by executor), that teſtator afterwards made another will, and then made defendant executor; replication, taking iſſue, *Vet. Int.* 197.

Plea (to debt by widow of executor of R. againſt the executor of H.) that plaintiff, after the death of R. took to huſband H.; *per quod*, the debt became extinguiſhed, *Aſh.* 224.

Plea, *ſtatute* and ſeveral *judgments* againſt teſtator, and *judgment* againſt executor, and *plene adminiſtravit præter*, *Tho.* 104, 166. *Hunſ.* 109.

Plea, recognizance acknowledged to the chamberlain of the city of London by teſtator, for money belonging to orphans, and *plene adminiſtravit*, *Tho.* 172.

Plea, *ſtatute ſtaple* acknowledged before chief juſtice C. B. by teſtator, and *plene adminiſtravit præter*, *Ro. Ent.* 203. 218.

Plea, *judgment* obtained againſt teſtator in C. B. and *plene adminiſtravit præter*; replication, that he had goods beyond, *Vid.* 176.

Plea, judgment in B. R. againſt executor, &c.; replication, that defendant after judgment paid ſix hundred pounds in full ſatisfaction, and judgment remains undiſcharged *per fraudem*; replication, that judgment remains in force, and traverſes the fraud, *Vid.* 181. Like plea, *Aſh.* 228.

Plea, recognizance to the queen in the exchequer for one hundred pounds, and ſtatute ſtaple for eight hundred pounds made to J. and to others, and *plene adminiſtravit præter*; replication, that the ſtatute made to J. was to ſecure payment of four hundred pounds, which he paid, and to one other for performance of covenants which were never broken; payment of two others, and ſtatutes remain uncancelled *per fraudem*, and defendant hath goods beyond to ſatisfy; demurrer, *Wi. Ent.* 178. 9. *Co.* 10[illegible] *Co. Ent.* 152.

Plea, *ne unques* executor by one, *plene administravit* by another, *Tho.* 420. *Ra. Ent.* 151. 3. *Br.* 139. *Ash.* 252. *Ne unques* by one, &c. *non est factum* by another, *Ra. Ent.* 322.

Plea by one, that he administered about the funeral, and traverses that he administered in any other manner; by another, *ne unques executor*; replication, that first executor administered as executor, and paid debts to T.; rejoinder, that he did not pay T. 1. *Bro.* 200. *Ra. Ent.* 322.

Plea to debt against two executors; by one that W. died intestate, and administration granted to defendant, and that one E. recovered judgment against him in C. B. for twenty pounds, beyond which he hath not goods, and another *plene administravit* generally; demurrer to first plea, issue to the other, *Ir. Ent.* 247. *Co. Ent.* 148.

Plea to debt against administrator by joint administrator to render an account of goods, that no goods came to their hands; replication, of a silver chalice, but tenders no issue, and held bad; demurrer, 1 *San.* 101.

Plea by administrator, several judgments, and that intestate was bound to administrator, and had not goods beyond seventy-two pounds, which he retains to satisfy himself, and one hundred pounds chargeable with the said judgments; replication to one judgment, that defendant paid it, and continued it *per fraudem* to the other judgment; satisfaction is entered up and that defendant hath assets *ultra*; demurrer, 1. *San.* 329.

Plea by executors, one in abatement, another action brought against him and his wife as heirs to the testator (in the same court) which suit is yet depending; demurrer, *Lev. Ent.* 54.

Plea by executors, one *plene administravit* generally, the other, that she lives in M. and not in L. and had no notice of the writ before a certain day, and *plene administravit præter* eight hundred and sixty-eight pounds four shillings, to which she pleads payment; several judgments; replication to first, that he had assets sufficient at the time of the action brought, and issue, and protesting the judgments against H. were by fraud, and that she had notice for plea that she acknowledged to have had assets on a certain day sufficient, and issue, *Bro. Vad.* 181. *Cl. Ass.* 349.

Similar plea; replication; rejoinder, that judgments were *bona fide*, and tenders issue, and to assets at the time *ultra* and *præter*; demurrer; surrejoinder to issue tendered; plaintiff demurs, and joins in demurrer by defendant, *Bro. Vad.* 256.

Plea, several debts and *judgments* against testator by executor; replication, some by *fraud*, others *satisfaction*; rejoinder, and surrejoinder, and issue, *Bro. Mat.* 189, &c.

Replication, satisfaction by payment of one *judgment*, and goods and chattels beyond the other judgment, *Bro. Met.* 223.

Plea (by administrator in debt for rent of a shop), *non dimisit*; and to fifty-five pounds residue for tithes *plene administravit*, *id.* 242.

Plea, several *judgments*, *Ri. Dec.* 225. *Clif.* 100. and *sic plene administravit præter*, *id.* 166. (in the same term in which it was obtained, *id.* 171.) replication, *per fraudem*, and assets *ultra*, *Cl. Ass.* 414.

Plea by one executor *plene administravit*, the other renounces, *Cl. Ass.* 133.

Like plea to debt for *rent* on demise, and on *mutuatus*, *Cl. Ass.* 176.

Plea, *plene administravit præter*, &c.; defendant prays judgment and hath the money confessed, and as to residue, that defendant on the day of his original had assets *ultra* sufficient; replication, and issue, *Cl. Ass.* 160.

Plea, *plene administravit præter* six hundred pounds, chargeable with judgments pleaded, plaintiff does not deny, and prays judgment of the residue of the goods which remain after satisfaction of debts, and it is granted, *Bro. Vad.* 471.

Plea, special *administravit*, that testator was indebted to the king in the exchequer, *Bro. Vad.* 474.

Plea,

the judgment and recognizance remain uncancelled *per fraudem*; demurrer, to firſt plea; iſſue on the other, *Wi. Ent.* 242.

Plea, ſtatute ſtaple for four thouſand made to W. and ſtatute merchant for ſeven thouſand pounds made to C.; replication, that the ſtatute made to W. was for the performance of covenants which were never broken, and ſame of the ſtatute made to C. *Wi. Ent.* 307. *Co. Ent.* 146.

Plene adminiſtravit, *Mo. Int.* 185. *Pl. Gen.* 335. 2. *San.* 216. 306. 2. *Mo. Int.* 241. *Bro. Vad.* 181. 215. *Cl. Aſſ.* 73. 160. *Tho.* 427. *Ra. Ent.* 202. 294. 323. *Co. Ent.* 149. *Wilk.* 276. *Vit. Int.* 233. by two executors, together with co-executor, 3. *Br.* 141.

Plea, acquittance to part: *plene adminiſtravit* to reſidue, *Bro. R.* 174. Replication, that he had aſſets, 1. *Br.* 44.

Plea to debt againſt A. and W. executors, that A. died *after the laſt continuance*, W. pleads *plene adminiſtravit*, *Bro. R.* 175. 1. *Br.* 87.

Plea (debt againſt executor, together with another executor who is outlawed), that teſtator made him executor who is outlawed, and that defendant as his ſervant ſold divers goods, *Bro. R.* 126. Demurrer, 3. *Br.* 124.

Plea to debt on bill *plene adminiſtravit*; replication, that plaintiff ſued out and proſecuted original to iſſue againſt defendant and her huſband who died, and that the writ abated; afterwards plaintiff exhibited his bill for the ſame debt, and that defendant had goods on the day of the original; rejoinder; iſſue on exhibiting the bill, *Vid.* 274.

Plea, that teſtator was outlawed in an appeal of robbery, and defendant adminiſtered goods which accrued after outlawry; replication, that he had aſſets, *Tho.* 188.

Plea, that defendant had notice of the ſuit on a certain day, before which he fully adminiſtered; replication, that on that day he had aſſets, 1. *Bro.* 164. *Tho.* 184. 2. *Bro.* 100. 3. *Br.* 189. *Her.* 302. *Aſh.* 192.

Replication to ſimilar plea, that plaintiff firſt brought an original on which defendant was waived, and the outlawry was reverſed for inſufficient return of *allocatur*, and that on the day of ſuing forth prior original defendant had aſſets, *Tho.* 186. *Aſh.* 320.

Plea, *plene adminiſtravit præter*, &c.; replication, that defendant had goods beyond, 2. *Bro.* 77. *Ra. Ent.* 323. *Vit. Int.* 69. Judgment *in futuro* for reſidue, *Aſh.* 249.

Plea, that teſtator made his bond to defendant, who *retained* the money to ſatisfy himſelf, beyond which he has not goods; replication, that defendant was executor of his own wrong, and ſo ought not to retain, *Tho.* 156. *Aſh.* 220.

Like plea and replication; demurrer and judgment for plaintiff, *Mo. Int.* 199; and by adminiſtrator; replication, that he had goods *ultra*, *Tho.* 166. 184. 1. *San.* 333.

Plea by adminiſtrator, that he retained goods in his hands towards payment of the debt on bond made to defendant by inteſtate; replication, that inteſtate was not bound to defendant, *Vid.* 188. *Aſh.* 253.; demurrer, for that defendant ſhould plead generally *plene adminiſtravit*, *Aſh.* 227.

Plea by adminiſtrator, that after plaintiff's original, one E. ſued out original againſt defendant on bond for two hundred pounds, and had judgment thereupon, and had not goods beyond; demurrer, *Wi. Ent.* 188.

Plea by adminiſtrator, outlawry of plaintiff after the laſt judgment againſt inteſtate not reverſed, and after imparlance; demurrer, *Wi. Ent.* 338.

Like plea and further, that he fully adminiſtered, except certain goods, which were forfeited to king by outlawry; demurrer ſpecial, *Bro. R.* 218.

Plea, that inteſtate was bound to a ſtranger who recovered againſt the adminiſtrator; replication, ſatisfaction, and that judgments continued *per fraudem*, &c. 1. *San.* 329.; demurrer, 2. *San.* 49.

Plea,

Plea, *judgment* in E. B. againſt inteſtate, and ſeveral judgments againſt adminiſtrator, and *plene adminiſtravit præter*, 2. *Bro.* 87. 3. *Br.* 152. 159. *Aſh.* 223.; againſt executor, *Aſh.* 221.

Plea, *judgment* obtained againſt adminiſtrator in B. R. and *plene adminiſtravit præter*, 2. *Bro.* 96. *Tho.* 140. 215. Demurrer.

Judgments ſeveral againſt adminiſtrator in B. R. and that they retain goods in their hands towards payment of the debt by bond made to one defendant, and promiſe to another, and have not other goods, 1. *Bro.* 195. *Wi. Ent.* 258.

Like plea by executor; replication, that he hath goods beyond, &c. and iſſue, and to bond made by fraud; rejoinder on fraud and iſſue, 2. *Bro.* 73.

Like plea; replication, judgment obtained by fraud, *Tho.* 149. *Aſh.* 223.

Like plea; like replication; rejoinder, maintaining plea and traverſing fraud; iſſue, *Tho.* 179. *Vid.* 175.

Plea, ſeveral *judgments* in C. B. againſt teſtator, and *plene adminiſtravit præter* (replication, that teſtator paid three hundred and ſix pounds *præter*, ſix hundred pounds recovered by F. and ſo of the others) in full ſatisfaction, and judgments remain not ſatisfied *per fraudem*; rejoinder, that judgments remain in force, and traverſes by fraud; ſurrejoinder and iſſue, *Tho.* 157. 2. *Mo. Int.* 238.

Plea.—By HEIRS and DEVISEES (34.)

Riens per deſcent, Mortgages, Bonds Outſtanding, Judgments, &c. Payment, Outlawry.

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373. Plea (to debt on bond) againſt the ſon and heir of obligor, that defendant has not any lands by deſcent, except a reverſion expectant on the determination of a term of years; replication, that he had divers lands; rejoinder, that he had not.

375. Plea, that obligor died, and made his will, and deviſed all his lands to defendants in truſt, to be ſold for the payment of his juſt debts, and that there are other creditors beſides plaintiff, and that the lands are not ſold.

377. Plea (to debt on bond by ſon and heir of obligor), that he had not any lands by hereditary deſcent.

384. Plea by deviſee, *riens per deſcent*.

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421. Plea, that obligor died, and made his will, and *deviſed* all his lands to defendants in truſt, to be ſold for the payment of his juſt debts, and that there are other creditors beſides plaintiff, and that the lands are not

422. ſold; demurrer with cauſes.

422. Plea to debt on bond, by ſon and heir of obligor, that he had not any lands by hereditary deſcent.

429. Plea to debt on bond, that the defendants ought not to be charged with the debt of plaintiff, becauſe they

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	ſay that the teſtator deviſed the eſtates to defendants in truſt to pay his debts, which are inſufficient for that purpoſe.	
	Plea by grandſon and heir of obligor to an action on two bonds, at the ſuit of the executor of obligee, firſt, *ſolvit poſt diem*; and laſtly, *riens per deſcent*; replication to the firſt plea denying payment; to the laſt, that defendant hath lands by deſcent ſufficient to ſatisfy plaintiff his debt; rejoinder, that defendant hath not lands by deſcent ſufficient to ſatisfy plaintiff, - - - -	Mor. Pr. 652. 654. 656
	Plea of *riens per deſcent* by two feme coverts, except as to a manor, &c.; replication, that defendants have other lands by deſcent wherewith they might have ſatisfied plaintiff's debt; rejoinder, denying the ſame, - -	*Ibid.* 656. 658.
	Plea, *riens per deſcent*, except as to premiſes demiſed to J. W.; replication, taking judgment as to ſaid premiſes, *quando*, &c. - - - - -	
	Plea by *heir* to debt on bond, entered into *in* contemplation of marriage for the benefit of the obligee if ſhe ſurvives, that after the making the writing obligatory the plaintiff married, - - - - -	5. T. R. 381
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	Plea of *outlawry* in plaintiff's teſtator, in an action at the ſuit of *executors*, of the executor of the obligee againſt the *heirs* of the obligor, - - - -	Lill. Ent. 385
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Plea by brother and heir, proteſting that it is not the deed of the father, for plea *riens per deſcent*; replication and iſſue, 2. *Bro.* 72. By daughters and coheireſſes, *Tho.* 180.

Plea by ſon and heir; replication, that defendant was outlawed at plaintiff's ſuit, and outlawry reverſed for inſufficient return of the writ of *exigi facias*, and that at the day of ſuing out former original defendant had aſſets by *deſcent*, *Tho.* 187.

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Like by ſon and heir, *Cl. Aſſ.* 401.

Plea, *riens per deſcent*, and fine levied of lands deſcendible to him from his father; replication, that the fine was not levied to the uſes mentioned, and that defendant had other lands, &c. by deſcent, *Bro. Vad.* 263. 264.

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Plea to Debt on Bond for Performance of Covenants.

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Plea (to debt on bond), that bond was conditioned for performance of covenants, which were to *indemnify* obligee from alimony, and debts incurred by wife after ſeparation, and that defendant had performed covenants; replication, judgment recovered againſt obligee by a creditor of his wife, and that he paid the debt and coſts, of which defendant had notice; demurrer and joinder, - - 3. T. R. 374

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[redacted] bond against the adminiſtrator of obligor, that inteſtate was indebted to defendant in one hundred and ten pounds for *rent on a leaſe*; inteſtate indebted to defendant in one hundred pounds; *plene adminiſtravit ultra* ſufficient; replication, prays *oyer* of the bond and condition, which was for performance of covenants in the leaſe, proteſting that the aſſets are above the value of ſixty-four pounds ſeventeen

[illegible] ſhillings

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shillings and sixpence; that defendant hath assets sufficient, &c.; says, the indenture mentioned in the plea and in the condition of the bond, are the same, and that the intestate was not indebted to the defendant for rent in above thirty pounds; demurrer; joinder; continuances, by *cur. adv. vult*; judgment for plaintiff on demurrer to replication to debt on bond; satisfaction acknowledged of debt and damages, - 2. R. Pr. C. B. 229

Plea 1st, *non est factum*; 2d, *oyer* of condition, which is to pay to W. C. his executors, &c. eight shillings a week during his life and his wife's life, and the survivor, and for the performance of articles of agreement which are set forth, whereupon the defendant pleads payment of eight shillings per week according to the condition of the obligation, and the articles of agreement; 3d plea, to the like effect, with little variation; but defendant says, that plaintiff hath not done same, contrary to the articles of agreement; replication to second plea in bar, concludes to the country; plaintiff demurs to the third plea, as being bad in point of substance; joinder in demurrer, - - - 2. Wilf. Rep. 380

Plea to debt on bond for *performance* of condition, &c. that defendant performed by *payment* of taxes and surrender of premises, &c. - - - - Lill. Ent. 109

Plea by surety to debt on bond, for performance of covenants in indenture of apprenticeship, that defendant *performed* the conditions of the bond; replication, that the apprentice received forty pounds of his master's money, which he embezzled; rejoinder, that the apprentice did not embezzle; and issue, - - - - - *Ibid.* 114

Plea to debt on bond for performance of covenants on an indenture, shewing the same *specially*, and averring performance; replication, assigning a breach, and non-payment of fifty pounds; rejoinder, *tender* of same in the Inner Temple hall according to the form, &c. - - - *Ibid.* 115. 117

Plea, *special performance* of covenants in a lease of the glebe lands, and the tithes of a rectory let by defendant to plaintiffs for five years; replication, protesting that defendant hath not performed for replication, says, that he resigned his rectory to the hands of the bishop, so that plaintiffs could not enjoy; rejoinder, that he did not resign; and issue, *Ibid.* 118

Plea to debt on bond for performance of covenants in an indenture between the testator and the defendant, and averment of *performance* of a *particular* covenant and a *general* performance of other covenants; replication, setting out *oyer* of the indenture, and assigning a breach of covenant; rejoinder, repeats the plea; demurrer and joinder, 3. Ld. Raym. 186. N. Ed.

Plea, statute 5. Eliz. that neither the father or mother of the *apprentice* had tenements of the yearly value of forty shillings of descendible estate of freehold; *per quod*, bond void, *Ro. Ent.* 193. *Bro. R.* 224.

Plea, &c. (condition that *apprentice* should render an account within six months after demand), that apprentice, on request, rendered an account, and duly discharged himself of all monies, &c. which came to his hands; replication, that apprentice

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gave an account of fixty pounds by him received of J. omitted out of the account; demurrer, *Wi. Ent.* 324. 3 Mod. 310.

Plea to debt, &c. with condition, &c. plaintiff retained ſervant for five years, and paid him twenty pounds annually for ſalary in their hands, and for repayment on the death or departure, without notice of a quarter of a year before the diſcharge; plea, that plaintiff diſcharged his ſervant from his ſervice without quarter's notice; replication, and iſſue on notice, *Bro. R.* 177. 1. *Br.* 91.

Plea, that plaintiff, on a day certain, diſcharged *apprentice* from his ſervice, until when, &c. he performed all covenants; replication, proteſting, &c. that defendant quitted ſervice, and traverſes diſcharging, &c. *Her.* 272. *Pl. Gen.* 315.

Plea (condition for faithful, &c. of London apprentice); cuſtom, that indenture of *apprentice*, &c. not enrolled, is void; replication, *nul tiel* cuſtom, writ awarded, *Co. Ent.* 144.

Plea (condition to levy a fine of lands before Eaſter), that before the end he did not ſue any original writ of covenant for levying the fine; replication, that before the end of Eaſter, defendant enfeoffed A. of lands in the condition mentioned, and had no right to levy a fine thereof; demurrer ſpecial, *Wi. Ent.* 331.

Plea (condition to perform covenants), performance generally; replication, T. was ſeiſed of meſſuages diſſeiſed and was demiſed to defendant, who aſſigned term to plaintiff, on which T. entered and expelled him, and T. was ſeiſed of his former eſtate, by which term became void; demurrer, and judgment for plaintiff, 1. *San.* 51.

Replication (to ſimilar plea), proteſting, &c. that defendant did not pay rent at the feaſt-day; rejoinder, that plaintiff came to live on part of premiſes, for which rent was not payable; ſurrejoinder, proteſting, &c. meſſuages; replication and traverſe, coming to live on part, &c.; iſſue on traverſe, *Mo. Intr.* 181.

That premiſes were diſcharged of all incumbrances; and traverſe demiſe of party for ninety-nine years; iſſue on traverſe, *Pl. Gen.* 243.

That defendant requeſted plaintiff to make a releaſe, which plaintiff refuſed; replication, did not requeſt, *Pl. Gen.* 267.

Plea to bond, that a ſtranger had no title to make a releaſe, 1. *San.* 213.

Plea (condition to pay rents of premiſes), that profits of tenements within the time were of the value of ten pounds and not more, which he tendered; replication, proteſting, &c. for plea that profits were worth thirty pounds, and traverſes value to be ten pounds only and no more, 1. *Bro.* 161.

Plea (condition to make a ſufficient eſtate, &c.) that he enfeoffed plaintiff of all his freehold lands, and ſurrendered all copyhold before a certain day; replication, defendant ſeiſed of nine acres of land in W. beyond what is mentioned in the plea, of which he did not enfeoff; rejoinder, that he was not ſeiſed, *Ro. Ent.* 184.

Plea (condition quiet enjoyment), that before the expiration of the term, the earl of E. entered upon the poſſeſſion of R. and expelled him; replication, that defendant and aſſignees quietly enjoyed the demiſed premiſes during the term, and traverſes that E. expelled R.; iſſue on traverſe, 2. *Bro.* 91.

That plaintiff quietly enjoyed the wood and timber without interruption of defendant or R. 2. *Bro.* 102.

Plea, &c. that A. did not make any claim of dower in the tenements, &c.; replication, that A. took J. to huſband, who claimed title, and requeſted plaintiff to aſſign third part of lands for A.'s dowry; rejoinder, proteſting that L. did not requeſt, for plea that J. by A. his wife, did not lawfully claim third part of lands for her dowry, and iſſue, *Tho.* 197.

Plea (to debt againſt *leſſor*), ſpecial performance, that plaintiff peaceably enjoyed tenements, and plaintiff gave no notice to defendant that houſe wanted repair; replication, that plaintiff gave notice on a day certain that houſe was in decay, in covering, and timber, and defendant did not repair; rejoinder, iſſue on the notice, *Ro. Ent.* 179.

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Replication, that plaintiff, after the death of C. entered *first* into the tenements, and was ſeiſed as the *firſt occupant* thereof, and traverſes that defendant entered firſt, *Bro. R.* 250.

Plea, &c. performance generally of all covenants; replication, rent unpaid; rejoinder, and iſſue on payment, 2. *Bro.* 70. *Tho.* 185. *Fid.* 186. And demurrer, *Ro Ent.* 178. *Wi. Ent.* 287. Againſt *executor*; rejoinder, that teſtator paid in his lifetime, *Ri. Ent.* 199.

Plea, &c.; replication, that lands were ſold, charged with title to dower in wife; rejoinder, that they were not incumbered, *Ro. Ent.* 183.

Replication, non-payment of rent on the day; rejoinder, that before the day plaintiff entered into parcel of premiſes, demiſed and expelled defendant; ſurrejoinder, did not expel. *Wi. Ent.* 289.

Plea, &c. againſt leſſor by *adminiſtrator* of leſſee, that leſſee ſurrendered the term to defendant, who, until the ſurrender, kept all covenants; replication, that leſſee of lands died inteſtate, and adminiſtration was granted to plaintiff, who entered and granted to E. who was poſſeſſed until defendant expelled him, and traverſes the ſurrender, and iſſue, *Tro.* 178.

Plea, &c. (on two bond, condition to the firſt bond to make a ſurrender of tenement at cottage at the next court, and to the ſecond bond, to pay money if ſurrender was not made), as to the firſt, that defendant, at the next court, according to the cuſtom of the manor, ſurrendered into the hands of the lord the laſt tenement to the uſe of plaintiff; ſimilar plea to ſecond demurrer, *Wi. Ent.* 241.

Plea (bond, &c. to perform covenants in articles), performance generally; replication, did not ſurrender poſſeſſion of the premiſes at the end of the term; rejoinder, and iſſue on the ſurrender, *Wi. Ent.* 294.; ſimilar replication, *Ere. R.* 257.

Plea, &c. (condition to make a freſh demiſe at the end of a term), at the end of the term plaintiff was to be defendant by indenture to lead; demurrer, *Wi. Ent.* 309.

Plea, &c. (condition to pay money if the corn belonged to plaintiff by law), that the corn did not belong to plaintiff, nor could he claim it by the law of England; replication, plaintiff was poſſeſſed, as of freehold in right, which by law belonged to him; rejoinder, that before plaintiff was poſſeſſed, one N. was ſeiſed, who demiſed to R. for twenty-one years, and agreed that R. ſhould have all the grain growing upon the premiſe at the end of the term. R. made J. executor, who ſold the grain; demurrer, *Wi. Ent.* 303.

Plea (condition to aſſign lands), that plaintiff did not requeſt; replication, on the requeſt according to the condition; rejoinder, and iſſue on the requeſt, *Tho.* 44.

Plea, that plaintiff was prepared to make a releaſe of lands, and levy a fine, but plaintiff did not requeſt, *Co. Ent.* 63.

Plea (condition quiet enjoyment, make aſſurance, and deliver deeds), that plaintiff quietly enjoyed lands, and to it defendant and others made all aſſurance, deviſed by plaintiff, and delivered deeds; replication, releaſe deviſed by the attorney, who tendered to defendant to execute, which he refuſed; rejoinder, to refuſal, 3 *Br.* 156.

Plea, that premiſes were not charged with prior incumbrances, 2. *Co.* 1. That plaintiff was not damnified by former grants, *Co. Ent.* 65.

Plea, that defendant procured L. and others to demiſe to plaintiff for years by deed, and that H. 8. demiſed to M. for years, during which term plaintiff could not be diſquieted or moleſted by G; replication, that H. 8. demiſed to ſaid M. reſerving the wood, and E. 6. granted the reverſion and wood to N. in fee, who demiſed for years to G. without impeachment, who cut the trees; demurrer, *Co. Ent.* 138.

Pleas,

Plea (condition to pay rent quarterly for lands demiſed, provided it ſhould ceaſe on leſſee being expelled), that lands deſcended to the ſon within age, a ward of the king, who granted the cuſtody to leſſor; the heir ſues his livery.

Debt on bond, with condition to perform covenants in an indenture; plea, performance; general replication, that lands were not of the yearly value, *Co. Ent.* 635.

Similar plea; replication, that he did not pay the rent, *Ra. Ent.* 183.

Replication, that defendant entered and expelled plaintiff on the Lord's day; rejoinder, that on another day he entered for rent unpaid, and traverſes entering the ſaid Lord's day, *Ra. Ent.* 184. Similar condition; plea, that defendant, at the end of the firſt year, ſurrendered the term, and during that year kept all the covenants; replication, did not pay, *Ra. Ent.* 183.

Plea to debt on bond, with condition to perform covenants in an indenture concerning *inſurance of a veſſel*, that the ſhip did not return to any port in England, and that the ſhip, on her return, by accident was within the time limited by the deed; replication, that the ſhip deviated from her voyage, and ſailed on another voyage, and by the deviation was loſt; rejoinder, that the ſhip was in the ſervice of a company of merchants in the Eaſt Indies trading (of which ſociety plaintiff was a member), and by order of the ſociety the ſhip deviated; ſurrejoinder, that the money paid by the plaintiff in the adventure was defendant's money, and traverſe that plaintiff was member of the ſociety at the time of executing the deed; demurrer ſpecial, *Bro. R.* 248.

Plea to debt on bond, &c. that there are not any covenants on the part of the under-ſheriff to be performed; replication, after *oyer* of the indenture; demurrer, *Wi. Ent.* 319.

Plea (condition to perform covenants in indentures), that before the original indenture aforeſaid by conſent of plaintiff and defendant was cancelled; demurrer, plea held bad, *Wi. Ent.* 340.

Plea, conditions performed to a bond for keeping bye laws of a company, *Bro. Met.* 245; replication, breach, and demurrer.

Plea, conditions performed to indenture for part, for reſidue, is ready to pay; replication, and iſſue, *Cl. Aſſ.* 325.

Plea (after *oyer* of condition), indenture, performance, and payment, *Co. Ent.* 131. That he repaired houſe and hedges, *Ibid.* That he put grain in the granary, *Ibid.* That he left tenements at the end of the term, *Ibid.* That lands were diſcharged of prior incumbrances, *Ibid.* 135. 65. 147. That he had power to ſell, *Ibid.* 135. 147. 635. That he was ſeiſed in fee at the time of the indenture made, *Ibid.* 147. 635. That father in his lifetime, and ſon ſince his death, enjoyed the lands ſold, *Ibid.* 147. That he had not any writings that he could deliver, *Ibid.* 135. That plaintiff's counſel did not deviſe, nor plaintiff require any aſſurance, 135. That defendant did not plough the lands, 3. *Br.* 168.

Plea, conditions performed generally; replication, that defendant permitted a windmill to be uncovered, by which it went to decay, 3. *Br.* 171.

Plea (after *oyer* of condition), indenture and performance of certain covenants ſpecially, and then pleads performance of all covenants generally; demurrer, *Bro. R.* 212.

Plea (condition to perform articles concerning the office of deputy poſt-maſter), part in the negative, and part in the affirmative; plaintiff aſſigns breach for non-payment of the money into the office; defendant demurs, 2. *San.* 409.

Plea (condition to perform articles about a way), ſets forth the articles, and pleads performance of covenants; replication, proteſting that he did not perform, for plea, that the way was obſtructed by one of the defendant's tenants; demurrer, *Lev. Ent.* 47.

Plea (to debt on bond by the ſheriff and under ſheriff), indenture, and ſpecial performance; replication, proteſting, &c. for plea that *capias ſatisfaciendum* was delivered

verod to under-sheriff againſt T. for one hundred and fifty one pounds to execute, by virtue of which defendant took T. in execution, and permitted him to go at large out of his cuſtody, and plaintiff was obliged to pay the debt, ſo defendant did not indemnify plaintiff from the eſcape; rejoinder, that plaintiff did not make defendant any ſpecial warrant for the execution of the writ; demurrer, 193. and replication, proteſting, &c. for plea that a *fieri facias* for one hundred and ſeventy-one pounds was delivered to defendant againſt J. at the ſuit of T. to execute, by which defendant cauſed to be levied one hundred and twenty pounds, part of a debt which he did not pay to the court, or ſatisfy T. for that plaintiff was impleaded in C. B.; demurrer, *Wi. Ent.* 229.

Plea, &c. the indenture and performance of all covenants generally; replication, that defendant permitted a ſtable, part of the premiſes to be in decay for want of repairs; rejoinder, did not permit, and iſſue, 2. *Bro.* 94.; replication, proteſting, &c. for plea that within three years after the date of the indenture, the defendant did not rebuild a pigeon-houſe upon the premiſes as he ought; demurrer, *Ro. Ent.* 190.; replication, proteſting, &c. for plea that defendant was not proprietor of the marſh and certain land; rejoinder, that he was, *Ibid.* 192.

Plea (condition to ſurrender houſes and copyhold lands, and for quiet enjoyment from defendant to one L.), that defendant ſurrendered tenements, and plaintiff quietly enjoyed; replication, that wife of L. claiming title under L. for term of life, expelled; rejoinder, did not expel, *Vid.* 173.

Plea, that neither the ſaid R. C. nor his aſſigns, deviſed any ſufficient demiſe of the rectory, and that he hath not yet reſigned, &c. *Ri. Dec.* 234.

Plea, conditions performed; replication, did not deliver the coals, &c. *Cl. Aſſ.* 339. Like, did not deliver barley, 341.; rejoinder, and iſſue.

Plea (to debt on bond to biſhop and commiſſary, with condition to nurſe and educate an infant during minority, and to render an account on requeſt), that the writing-obligatory was *unlawfully* taken and void; demurrer, *Bro. R.* 220.

Plea to action brought on a letter of attorney, made irrevocable, to receive all money due for tithe; did not revoke, and iſſue, *Bro. Mit.* 177.

Plea to bond to the biſhop, to obey a decree eccleſiaſtical, that he was excommunicated by the biſhop's ſurrogate, and before executing the deed ſued out a writ *de cautione admittenda* directed and delivered to the biſhop, and the ſaid deed gave for caution, and then ought to have abſolution, and was always from thence prepared to obey the decree, but the biſhop refuſed to abſolve, by which he became unable to obey; replication, always prepared to give abſolution, but never requeſted, and iſſue, *Clif.* 194.

Plea (condition, payment of rent), ſtatute of non-reſidence; replication, did not abſent, and iſſue, *Tho.* 105. 217.

Plea (to debt on bond to ſheriff againſt bailiff of a hundred, after over condition), performance ſpecial; replication, breach, for non-payment of a peil fine collected by defendant; rejoinder, that he did pay, and iſſue, 2. *Bro.* 92. *Tho.* 195.

Plea (to bond, with condition that one defendant ſhould not *marry* during the life of E. without his conſent), that E. died on a certain day, and that defendant, before a certain day, did not marry; replication, that defendant, before the death of E. was married, and traverſes that E. died on a certain day; demurrer, *Tho.* 194.

Plea (condition to take care of a madman), proteſting, &c. for plea that he took good care of E. but by living too freely he relapſed, *Ro. Ent.* 230.

Plea, &c. that defendant was ready to cure plaintiff of the gout, but plaintiff's wife would not ſuffer defendant to come near him, but abuſed the defendant, *Bro. Mit.* 246. [illegible]plication, plaintiff ſent, and refuſed to come, traverſing the wife hindering [illegible], and iſſue on the traverſe.

Plea, [illegible], that defendant quietly permitted T. and aſſigns to carry off charcoal [illegible]t interruption of defendant or any other perſon; replication, and iſſue, [illegible]. 235.

Plea,

Plea (to debt on two bonds, with condition to first bond, respecting the surrender of tenements to be delivered by defendant or one T. to plaintiff at the next court, and to second, to pay money if surrender should not be made), to the first, that T. did surrender; to second, demurrer, *Wi. Ent.* 241.

Plea (condition to surrender, and defendant should enjoy), surrender; replication, that one J. entered and ejected plaintiff; demurrer, 1. *San.* 145.

Plea, &c. performance by bailiff of hundred; replication, that defendant permitted goods and chattels seized and taken by him under a *fieri facias* to be rescued out of his possession; *per quod*, plaintiff, as sheriff, became liable to pay the money, *Bro. R.* 256.

Plea (condition to find and provide for plaintiff's wife and children sufficient meat, drink, &c. Performance, *Mo. Intr.* 200. For daughter; replication, rejoinder, and issue, *Cl. Ass.* 345.

Plea (condition to pay for hire of cattle, and account for and deliver the increase of stock); replication, did not deliver the *increase*, &c. *Pl. Gen.* 282.

Plea (condition to pay for charcoal to be delivered), that he did not receive of plaintiff, nor of assigns; replication, and issue. *Cl. Ass.* 347.

Plea (condition if defendant should expel W. R. from a messuage), did not expel; replication; rejoinder, and issue, *Cl. Ass.* 352.

Plea (condition, with covenants, relating to trees and woods), that plaintiff agreed by writing that he should give authority to one J. B. to demise, &c. and that he did so, and J. B. paid plaintiff one hundred pounds thereupon, and no forfeiture cou'd be since made; replication, protesting that he did not consent, *prout* for plea, J. B. did not pay the said one hundred pounds, and issue, *Cl. Ass.* 360.

Condition to deliver up certain articles of agreement; plea, did deliver; replication, and issue, *Cl. Ass.* 263.

Plea, condition to perform marriage articles; defendant sets forth the articles, that he should settle certain lands to the plaintiff, and to surrender copyhold lands, which he did not; demurrer, and judgment for plaintiff, *Cl. Ass.* 371.

Plea (to bond) performance of office of reader, *Clif.* 189.; replication, that he did not read prayers appointed for Michaelmas.

Plea, that defendant presented plaintiff to a church, of which he was not competent, for that he was a bishop, and had no licence to hold a benefice, *Ra. Ent.* 182.

Plea, that archbishop dispensed with defendant's exhibiting an inventory, that the ordinary did not limit defendant to pay debts of testator, and that he fulfilled the will; demurrer, *Co. Ent.* 129.

Plea, that the judge appointed defendant to make a release; demurrer, *Co. Ent.*

Plea (condition concerning sentence in ecclesiastical court relating to a will), that defendant appealed, *Her.* 317.

Plea that J. died before the festival without issue; replication, issue then living; demurrer, *Dyer*, 14.

Plea (condition to release a bond), no request made; replication, release delivered and required; demurrer, *Dyer*, 218.

Plea to a deed containing in itself a condition, &c. without oyer of deed or condition, *Ra. Ent.* 154.

Annuity Bonds (36.)

Arbitration Bond (37.)

(*See* Award, plea to, *ante*)

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356. Plea, conditioned for performance of an award (which plea sets out), and that defendant requested plaintiff

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to perform on his part (ſtating in what inſtances), and on that condition offered ſo to do on his part, but plaintiff refuſed; demurrer.

455. Plea, that arbitrators made no award.

455, 457. Plea, ſetting out the award and averring performance; replication, ſhewing a particular breach, and concluding with a verification; rejoinder, taking iſſue.

458. 459. Plea to debt on arbitration bond; replication; rejoinder.

Plea of condition to perform an award, and that arbitrators made no award; replication, ſetting forth an award, and aſſigning breach of non-payment of money awarded.

463. Plea, no award; replication; demurrer.

[illegible], that plaintiff and defendant made mutual bonds to be delivered to them to arbitrators to be choſen between them and re-delivered by them if the award ſhould not be performed; arbitrators did not make their award, and plaintiff obtained the bond from arbitrators, *Ra. Ent.* 181. *Vet. Int.* 42.

Plea (to debt on bond with condition to perform an award), that they made no award; replication, an award made, and proteſting that defendant did not pay; for plea, that he did not pay the money awarded; rejoinder, that they made no ſuch award, *Wi. Ent.* 302. 318. *Tho.* 155. *Ra. Ent.* 153. Rejoinder, 154. *Vet. Ent.* 121. 3. *Br.* 143. *Mar.* 283. *Aſh.* 240.

[illegible] ſimilar; replication, without proteſting, and rejoinder, that before the day of the award defendant gave notice to the arbitrators of certain controverſies between plaintiff and defendant, of which arbitrators made no award; ſpecial demurrer, for departure from plea, *Wi. Ent.* 174.

Plea, &c.; replication, that arbitrators made their award and aſſigned; rejoinder, that they made no ſuch award, *Tho.* 178. *Pl. Gen.* 248

Replication, that arbitrators made their award and aſſigned breach, and for non-payment of the money by defendant to plaintiff before then deceaſed; rejoinder, after oyer of the award; demurrer, *Wi. Ent.* 190.

[illegible], after oyer of the condition that arbitrators made their award in writing, but that it was a debt within the ſubmiſſion of which arbitrator had notice but made no award; replication, proteſting that arbitrator had no notice of any controverſy; for plea, that arbitrator ordered mutual releaſes, *Wi. Ent.* 267.

Plea (to debt on arbitration bond for dilapidations), no award made; replication ſets out the award, *Bro. Met.* 225.

[illegible], after oyer ſets forth award, and that M. S. the other party in ſubmiſſion, was not damnified; replication, a fine levied, and no notice given, whereby one N. B. who married M. S. coming with his ſervants to the park to cut wood were diſturbed by ſervants of conuſee; rejoinder, did not diſturb, and iſſue, *Cl. Aſſ.* 386.

[illegible] to debt on bond, with condition to perform award without oyer of condition. [illegible] *Ent.* 154. 1[illegible]

Plea.—Bail Bonds (38).

(*See* Indemnity, *poſt.*)

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468.	*Replication* to a plea to a declaration on a bail bond againſt the bail, that the bond was given for the appearance of principal and traverſe; rejoinder.	
469.	Rejoinder of duplicate under inſolvent act, having been in cuſtody of an officer and ſurrendered in diſcharge of bail.	
470.	Plea, appearance of principal at the day pleaded in diſcharge of bail to an action on the bail bond; repliction.	
470.	Plea to debt on bail bond, that the aſſignment of the bond to the plaintiff was not ſtamped according to the ſtatute.	
478.	Plea of *comperuit ad diem* to an action on a bail bond;	
483,484.	replication, *nul tiel record.*	
479.	Replication of *nul tiel record* of aſſignee of principal, where the record is alledged to be in the ſame court, and defendant's record in C. B.	
482.	Plea, 23. Hen. 6. to an action on bail bond, and that it was given for eaſe and favour; replication, that defendant, as ſheriff, arreſted defendant by proceſs, for contempt of the court of chancery, and tendered a bail bond, which plaintiff was bound by the rules of court to accept, and traverſes the eaſe and favour.	
483.	Replication (to plea, that bail bond was given for eaſe and favour), that it was for defendant's appearance at the return of the writ, and not for eaſe and favour.	
	Plea, *comperuit ad diem* to bail bond; replication, *nul tiel record*; rejoinder, *habetur tale recordum*, default made in producing the record; judgment, *Lill. Ent.* 498. -	1. R. Pr. B. R.
	Plea by one of the bail of 23. Hen. 6. c. 9. that the bond was given for *eaſe and favour* thereon by bailiffs to defendant in the principal action upon a ſecond arreſt, after the preſent plaintiffs had, upon the former account, voluntarily permitted the defendant in the principal action to go at large; replication, that the bailiffs did keep defendant in cuſtody until he gave bond for his appearance, and traverſing that the ſame was given for eaſe and favour; rejoinder, that the ſame was given for eaſe and favour, -	Mor. Pr. 507.
	Plea to an action on a bail bond, that no *capias ſatisfaciendum* was ſued out againſt principal; replication, that a *capias ſatisfaciendum* was ſued out againſt the principal, which was returned and filed, - - - - -	*Ibid.*
	Plea to an action on a bail bond, that no ſuch *alias* bill of Middleſex, as ſtated in the declaration, iſſued againſt the principal, - - - - - - -	*Ibid.*
	Plea to debt on bail bond in B. R. againſt principal, that he appeared at the return of the writ according to the condi-	

	PRECEDENTS *in* BOOKS *of* PRACTICE, REPORTERS, &c.
dition; replication, *nul tiel record*; rejoinder, that there is such record, - - - - - -	Lill. Ent. 114
ler to an action against bail, 23. Hen. 6. c 10. and given for ease and favour in his impriſonment; demurrer and join-der, - - - - - -	*Ibid.* 126

that defendant, as bail, had not ſufficient, nor was commorant within the ...unty; *per quod*, bond was void by 23. Hen. 6.; demurrer, *Tho.* 212.
...murrer and declaration on two bonds to ſheriff after *oyer*, 2. *San.* 289. and for ... the defendant is ſued ſeverally, 1. *San.* 290.
(condition to appear) that a bond was made on a day after return of writ; and ...verſes bond delivered before that day, *Tho.* 219.
..., &c.; replication, that J. was arreſted by virtue of a *latitat* returnable Tueſ-...y next after Trinity term; rejoinder, that J. was arreſted on Monday, &c.; ...rrejoinder and iſſue, without traverſing as it ſhould be, *Vid.* 200. With tra-...ſe, 1. *San.* 15.
...*ſtatute* 23. *Hen.* 6.; defendant was arreſted on *capias ſatisfaciendum* out of ...ancery, and plaintiff, being under ſheriff, took bond for his enlargement; de-...rrer, *Wi. Ent.* 333. Like plea on attachment, and demurrer, 2. *Ven.* 235.
...*comparuit ad diem* in B. R.; replication, *nul tiel return*, *Bro. R.* 203. *Pl. Gen.* 86. *Han.* 115. *Ro. Ent.* 203. 1. *Inſt. Cl.* 213. 337. 3. *Br.* 137.
... to debt on bond entered into to marſhal, 23 Hen. 6. one P. was in execution ...plaintiff's cuſtody at ſuit of R. and defendant, for *ſhewing eaſe and favour*, P. ...me bound; replication, that defendant gave bond for better ſecurity to plain-...that P. ſhould not eſcape; and traverſes eaſe, &c.; demurrer, 1. *San.* 157.; ... 23 Hen. 6. that it ſtates, "then the condition ſhall be void;" demurrer, ...*n.* 76; replication, bond made for a juſt debt; traverſe, that it was taken ...*lour of office*; iſſue on the traverſe, *Ro Ent.* 209.
... bond to warden of the Fleet, 23. Hen. 6. that it was void, being taken by ...lour of office; replication, proviſo that the warden ſhould not be damnified in ... duty of his office; demurrer, *Wi. Ent.* 192.
... bail bond 23. Hen. 6.; replication, that writ of extent on ſtatute ſtaple iſſued ... of chancery, directed to the ſheriff of L. and plaintiff being under ſheriff, ...reed before the delivery of the writ of *liberate* with defendant, that he ſhould ... plaintiff thirty-two pounds for executing ſaid writ of payment, made bond, and ...ther plea of 29. *Eliz.* for fees of execution; ſpecial demurrer, and held void, ... *Ent.* 334. Like in C. B. and *dies datus* to bring in the record, *Mo. Int.* 186. ... *Gen.* 368.
(condition to appear in B. R. on the day) that bond was void by 23. Hen. 6.; ...murrer and judgment for defendant, *Bro. R.* 222.
... debt on bond, (with condition, that defendant would be a true priſoner) that ... was taken *colore officii* againſt the ſtatute, where defendant was taken by *libe-*...on ſtatute ſtaple; demurrer, *Plo.* 61.
...hat defendant was arreſted by warrant on *latitat*, and defendant for his en-...ement became bound to plaintiff as bail; replication, that he was at large, ...ve the bond for a juſt debt; and traverſes that it was taken *colore officii*, *Aſh.*

Baſtardy Bond (39). (*See* Indemnity Bonds, *poſt*.)

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491. Plea, that the pariſh, &c. were not damnified until, &c. when the putative father offered to take and provide for the child; and that if the defendants have been ſince damnified, it was of their own wrong.

492. Plea to debt on bond given to the pariſh *to indemnify* them againſt the charge of a baſtard child, that A. B. mentioned in the bond, was not delivered of any child, nor were the inhabitants damnified; replication, that A. B. mentioned in the bond was *enſient* of a baſtard child, which, before the exhibiting, &c. was born, and that the defendant did not provide for the child,

493. whereby the inhabitants were damnified; rejoinder, proteſting that the child was not chargeable; for rejoinder, defendant ſays, that the child was provided for by the mother.

494. Plea, &c. that he paid the money as ordered, and one

495. ſhilling and ſixpence *per* week, and that the pariſh was not damnified, and that he gave ſecurity, and afterwards offered, and ſtill is ready to take the child and keep it himſelf, but the overſeers refuſed, &c.; replication,

500. confeſſing the payment of the money, but proteſting

502. that he did not offer to take the child.

496. Plea, &c. *non eſt factum*; 2d, if plaintiffs are damnified, it was of their own proper wrong; 3d, dureſs; 4th,

497. *per minas*; replication to laſt plea, that S. S. after making the bond, lay in of a ſtill born child, and fell ſick, and continued ſo till her death, and that defendant did not find neceſſaries, and plaintiffs were obliged to do it, and thereby became damnified; and traverſe of being damnified of their own wrong; replication to the other pleas; rejoinder, and iſſue on the traverſe.

498.

499. Plea to baſtardy bond, that neither plaintiffs, their ſucceſſors, or the inhabitants of, &c. were damnified, &c.; replication.

499. Plea, that the mother removed into another pariſh, where the child was born, and thereby gained a legal ſettlement there, and that if plaintiffs were damnified, it was of their own wrong.

502. Plea, that the woman was married, and the child born

503. in lawful wedlock; replication to firſt plea, proteſting

505. ſhe was not married, and child born a baſtard; rejoinder.

505. Replication to plea, &c. that woman was delivered, and weekly payment due.

Plea, *non eſt factum*; and 2d, *non damnificatus*; *replication* to the ſecond plea, that E. W. was delivered of two children, and that neither defendant, or any one for him, provided nouriſhment for them, by reaſon, &c.; *rejoinder*, that no

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justices order was ever made for the maintenance, &c. and so if damnified, *de injuriâ*, &c; surrejoinder, that they were damnified on account of the maintenance, &c. within the meaning of the condition of the bond, and not of their own wrong; and issue, - - - - - 1. H. Bl. 253

Plea (condition was to indemnify of a bastard), *non damnificatus*; replication, that E. defendant's daughter, had a male bastard begotten, and by order of justices at Lent sessions, inhabitants of C. were charged with the keeping and maintenance, and have hitherto maintained; demurrer, *Wi. Ent.* 325.

Replication to like plea, that plaintiffs, and no other persons, provided for the boy for the space of a month; rejoinder, that defendant offered to maintain the boy, and the parish refused, held a *departure*, and bad, 2. *Saun.* 81.

Plea (condition to indemnify as well the mayor, commonalty, and citizens of London, as the parishioners of A. on a bond by the governors of the hospital of Bridewell), after oyer, letters patent for incorporation of B. and that it does not appear they have power to take such bonds; demurrer and judgment for plaintiff, *Wi. Ent.* 328.

Plea—Indemnity Bond, and to Account (40).

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364. Plea, performance of condition after *oyer* of bond and condition, which was for the good behaviour of A. B. whom plaintiff had taken as his clerk; replication, that plaintiff's testator devised to plaintiff's upon trust, that they should carry on a trade for the benefit of testator's family; breach, that A B. in the condition mentioned received money and did not *account*, rejoinder; demurrer.

410. Plea, praying *oyer* of the bond and condition, respecting the demise of a coal mine by plaintiffs to defendants, to be worked by them, to indemnify them against any damage to be done thereby to the plaintiffs' lands and houses above ground, averring that they are not indemnified; replication; rejoinder.

418. Plea 1st, *non est factum*; 2d, that clerk did faithfully *account*; and did not damnify; replication; issue to 1st plea; 2d, that E. H. was continued clerk after a partner had been taken in, and business carried on in the partnership account, and J J had carried on the business before alone, and that on, &c. he had a balance in his hands on account of the partnership, which he refused to pay; rejoinder, that principal did pay, &c.

420. Plea of performance to an action against a surety in a bond of indemnity, and to *account* to the stewards of a charitable society for all money to be deposited in their subscription box, lodged at the house of the principal;

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cipal; other pleas; replication, taking iſſue on the
533. firſt, *aſſigning breach* on ſecond, and denying *leave*
525. ſtated in the third; replication to the other pleas; rejoinder and iſſue on all the pleas.
525,526. Plea, &c. (good behaviour of ſervant to plaintiffs *teſtator*), that A. B. did behave well, and *account* for all monies received; replication, did not account; rejoinder, admits receiving the money, but did account;
527. ſurrejoinder; demurrer ſpecial to ſurrejoinder.
528,529. Plea, *non damnificatus*; replication, ſetting forth plaintiffs damage ſpecially, and that defendant hath not
531. indemnified him; rejoinder, taking iſſue on plaintiffs having ſuſtained damage.
531. Plea, *payment* and indemnity to plaintiff to pay ſeveral debts, for which plaintiff was jointly bound with and
533. for defendant, and to indemnify plaintiff; replication, did not pay one of the debts; and iſſue.
535, 534. Plea, *non damnificatus*; replication, ſhewing ſpecial damage; bill filed in chancery, &c. whereby, &c.
535. demurrer.
536. Plea, that it was agreed between plaintiffs and A. B. who was abroad, and bought a ſhip, for which defendant became bound, that if A. B. did not pay he would, that plaintiffs ſhould ſend A. B. a ſhip and cargo, and that obligor executed the bond after ſuch agreement
539. had been made; other pleas; replication, that plaintiffs did ſend the ſhip with all reaſonable expedition; 3d, they did not receive the money ariſing from the ſale of the ſhip and goods.
539. Replication, &c.; an *account* ſtated between plaintiffs and their clerk, and clerk had embezzled.
543. Plea by officer giving ſecurity to knight marſhal in the office of one of the bearers of the virgers of the houſehold, performance of all things, &c. in the con-
544. dition; replication, proteſting that A. B. did not do his duty, but ſuffered priſoner to eſcape, put in his cuſtody by another officer on a *capias ſatisfaciendum*, whereby he was compelled to pay the debt to perſon
548. at whoſe ſuit *capias ſatisfaciendum* iſſued; demurrer;
549. joinder.

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407. Plea by ſheriffs officer to an action brought by ſheriffs on the bond, for good behaviour, &c.; performance of covenants and conditions.
423. Plea to declaration on bond by *executor* (condition for good behaviour of one A. B. *a clerk*), that A. B.
524. *performed* the condition; replication, that after teſtator's death, plaintiffs kept A. B. in their ſervice as a clerk in the buſineſs, which they carried on in truſt for the teſtator's family, that A. B. refuſed to pay

	Page	Precedents in Books of Practice, Reporters, &c.
them a ſum of money which he had in his hands; rejoinder, that A. B. did account and pay plaintiffs all monies that he had; demurrer; joinder.		
Replication to a plea of *performance* of covenants according to the condition of the bond; an account ſtated between their plaintiffs and their clerks; balance due; clerk had not yet paid the balance, but embezzled, &c.; *poſtea* for plaintiff.		
plication to plea of *non damnificatus* by *executor* of the late den of the Fleet priſon againſt the jailor, ſhewing a particular damage in the following way: that before the time of giving the bond in queſtion, plaintiff's teſtator, who was principal warden, and defendant, jailor, under him in Fleet; and that before the giving of the bond, a perſon was a priſoner in the Fleet in execution for debt at the of A. H. knight, removed thither from B. R. priſon by *eas corpus*, and that defendant permitted him to eſcape, on which plaintiff in the original action brought an action eſcape againſt plaintiff's teſtator, and recovered judgment; which was afterwards affirmed in error, of which premiſes defendant had notice, and ſo ſays he was damni-		
d, - - - - -		Lill. Ent. 160 to 162
of *non damnificatus* to debt on bond, to indemnify plain- for becoming bail for defendant, - -		*Ibid.* 494
debt on an indemnity bond, that the principal ſhould over all rents which he ſhould receive, and alſo the in- eaſe and improvements thereof upon any new contracts or renewal of leaſes by performance of principal in his life- time, and by executors ſince, - - -		1. T. R. 482
eplication, proteſting, &c. that after the writing-obligatory, and before exhibiting the bill, a large ſum of money was re- ceived by the principal in his lifetime for the rents, in- creaſe, and improvements, which he did not pay, -		*Ibid.* 484
to debt on bond conditioned to pay to the officers and ſoldiers of a regiment all ſuch as defendant ſhould receive from the paymaſter-general, and for the uſe of the regi- ment, defendant pleaded payment in the words of the con- dition; replication, that defendant received ſeveral ſums, amounting to, &c. but refuſed to pay a great part thereof,		2. Burr. 772

(condition to account, &c.) that no goods came to his hands, 1. *San.* 101.; re- lication, a ſilver cup, &c.; and demurrer.

(condition to account for monies received on a brief), that he *placed* the briefs, up the money, and gave plaintiff an account; replication, proteſting that de- ndant did not endeavour to *lay down* the briefs; for plea, did not come to a juſt count; and iſſue, *Bro. Met.* 232. *Re. Dec.* 140.

(condition to pay ſuch legacies at ſuch times, &c. as J. S. ſhould by will di-); proteſting that J. S. made no will, for plea that he gave no legacies to intiff and iſſue; replication, that he did; rejoinder; and iſſue, *Ibid.* 237.

that defendant faithfully performed duty in condition mentioned; replication, did not render a juſt account according to condition, *Clif.* 146.

, that *aforeſaid* hath not purloined or embezzled any goods except ſuch particu- lar

lar goods for which he offered to pay; replication, protesting did not offer, &c. that he embezzled five pounds besides other things; rejoinder, and issue on embezzling, *Bro Met* 231

Plea, that testator, after executing the writing, died, and the apprentice never did absent himself after, and did not embezzle, replication, that he did, rejoinder, and issue on embezzling, *Cl Ass* 353

Plea (to bond by governor and company of merchants of L. trading to the East Indies against factor, with condition to render account and pay over monies, &c.) that he rendered a true and perfect account of all goods, monies, &c. delivered, &c. and paid, *Bro R* 22-.

Plea, *non damnificatus*, replication, that obligee *recovered judgment* against plaintiff on the bond in the sheriffs' court in London, and so damnified; rejoinder, *nul tiel record*; surrejoinder, *habet tale record*, and writ to certify awarded, 1. *Bro* 174

Plea *judgment recovered* against plaintiff on bond in B. R., rejoinder, judgment obtained by fraud, *Bro* 145

Replication, that N recovered thirty eight pounds in C B for his damages against defendant, and plaintiff being his bail, N *fuit out sic re jacias* against plaintiff, and had judgment, and *fieri facias*, *Bro* 171

Plea, *non damnificatus*, replication, that the money being unpaid, obligee sued plaintiff in the stannary court, and plaintiff was taken and detained until he found bail, upon which plaintiff, to avoid cost and vexation, paid the money, *Wr Ent.* 238

Plea (to bond of indemnity to the queen for the due execution of the office of sheriff), performance of all things on his part to be performed, and so not damnified, demurrer, *Wr Ent* 327

Plea, *payment at* the day, replication and issue, *Bro.* 184 *Pl Gen.* 340. *Bro. R* 193. 257

Plea (condition was to perform articles entered into between defendant and another, and defendant indemnified plaintiff), that articles were made for payment of money by J. to H. which J *paid*, and *non*, &c., demurrer, *Wr Ent* 187.

Plea (condition to indemnify against all charge that might happen on discharging defendant out of prison, then being in execution at the suit of plaintiff, from all persons who should molest him on account of the discharge), that plaintiff affirmed his plaint against N. in the city court of York for one hundred pounds, defendant, and one H. was his bail, defendant was taken in execution thereon, that plaintiff discharged him from the execution, and plaintiff was not damnified by the same, replication, plaintiff confesses the plea, but saith, before defendant was taken in execution, H. the other bail, with another person, became bound to plaintiff for the payment of the money on the judgment, in consideration thereof plaintiff permitted H. to take the defendant in execution, and that plaintiff would not release him without assent of H., defendant was taken in execution, and plaintiff released him, H. brought suit against plaintiff on the promise, and recovered *sic damnificatus* by the discharge, &c.; demurrer, and judgment for plaintiff, *Wr. Ent.* 271 *Hide Hch.* 269.

Plea, *non damnificatus*; replication, money was unpaid, and obligee was compelled to arrest plaintiff, and plaintiff did not procure to be about his lawful business; rejoinder that defendant knew not whether of, demurrer, 1 *San.* 114.

Plea, similar replication, that *feme* lessee took husband, and they after sued out original, &c. *capias* on the bond for money unpaid, *per quod*, plaintiff, to discharge her from the bond and payment of part of the debt, expended thirty shillings; rejoinder, that defendant, after the original and *capias* sued out for the discharge of plaintiff, paid the whole debt and costs, and delivered the bond to be cancelled, and traverses that plaintiff expended thirty shillings, and issue on the tender, but defendant *nihil dicit*, *Bro R* 188. 1. *Bro.* 107.

Replication, that money payable on a certain day was unpaid, and that plaintiff, to discharge

discharge her, was obliged to pay it; rejoinder, protesting, &c.; for plea, saith, that obligee, before the day of the *release*, paid defendant, by general release; demurrer special, for a departure from the plea, *Bro. R.* 228.

Plea, *non damnificatus*; replication, that defendant, collector of rents belonging to the society of the New River company, received one thousand three hundred pounds, which he did not pay to the treasurer of the society, by which plaintiff was threatened to be arrested, and *pro redemptione suo* to prevent it was forced to agree to pay two hundred and fifty pounds; demurrer, leave to plaintiff to *amend*; replication, and to omit *pro redemptione*, &c. and make the sum twenty-three thousand nine hundred and forty-eight pounds; rejoinder, admits defendant received twenty-one thousand five hundred and ninety-one pounds, which he paid to the treasurer, and traverses that he received twenty-three thousand nine hundred and forty-eight pounds, *Br. R.* 204.

Plea, *non damnificatus*; replication, money unpaid, and to avoid a suit and charges, paid money to obligee, and *sic damnificatus*; rejoinder, and issue on payment, *Mo. Intr.* 192.

Plea (condition special); replication, protesting that he did not indemnify; for plea saith, that plaintiff disposed and paid for his own use for G. defendant's son, one hundred pounds, which defendant did not repay; issue on the payment, *Mo. Intr.* 193.

Replication, that money was unpaid, and obligee sued plaintiff on bond to an *exigi facias*, which plaintiff superseded, *Mo. Intr.* 195.

Plea by administrator, that intestate in his lifetime paid money on a certain day, and so indemnified plaintiff; replication, did not pay; rejoinder, and issue, *Br. R.* 194.

Plea, conditions performed, and *non damnificatus*; replication, by non-performance of condition of one of the twelve bonds mentioned in the plea, *Re. Dec.* 234.; plea, condition performed, and *non damnificatus*, *Cl. Aff.* 82.

Plea (to bond to indemnify inhabitants for tithes), condition performed; replication, damnified by suit in the court of exchequer; demurrer, *Ibid.* 408.

Plea, *non damnificatus* to a bond to indemnify; replication, *payment* on the day, 1. *Inst. Cl.* 218. 338. *Han.* 118. *Tho.* 426.

Plea, that no request was made, or notice in writing given to indemnify, *Clift.* 147.

Plea, *non damnificatus*; replication, money unpaid, and obligee was *executor*, who arrested plaintiff by *latitat*, and detained him until he paid the money, with costs; demurrer, 3. *Br.* 174.

Replication to like plea, that money unpaid, and obligee threatened and endeavoured to arrest plaintiff; *per quod*, plaintiff paid *et sic damnificatus*, *Alb.* 247.

Plea, *non damnificatus* by three writings specified in the condition, or any of them, or any suit thereon, *Her.* 302.

Plea, *payment* at the day; replication, and issue on the payment, 3. *Br.* 118, 119.

Plea, that the creditors obtained judgment against plaintiff in B. R. and defendant, at plaintiff's request, paid money in discharge of the judgment; demurrer, *Co. Ent.* 139.

Plea, condition that defendant should discharge plaintiff of a security entered into by plaintiff to J. that J. by *labouring* defendant, made plaintiff several acquittances for fifteen pounds, for which the security was given, 1. H. 7. 30.

Plea, *non damnificatus* (condition to discharge land of rent claimed), replication, that one H. being seised, demised to three for their lives, rendering rent, and the reversion descended to coheirs, who distrained cattle by their bailiff for rent arrear, and plaintiff, to avoid suit, made his bond to pay all the rent due before the feast, notice to defendant, and requests payment, which he did not make, and plaintiff paid the rent, *Her.* 309.

Plea to declaration on bond, with condition to perform covenants of an *indenture* of *apprenticeship* after *oyer* of condition), an indenture, and protesting that the apprentice did not

not defraud the maſter, did not give defendant notice, nor ſatisfy him on demand; replication, did defraud maſter of forty ſhillings, on which plaintiff gave defendant notice, and requeſted him to pay; rejoinder, and iſſue, *Tho.* 183. Like replication, and demurrer, *Wi. Ent.* 168.

Plea.—Replevin Bond (41).

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5. Replication to plea of *inſolvent debtor's act* to an action of debt on replevin bond.
7. Plea to debt on ſheriffs' bond, that plaintiff in replevin appeared, and no return adjudged; replication, that one abbiſs appeared in the county court, that cauſe was removed into B. R. and that court gave judgment for defendant, and adjudged a return of the goods.

Reſpondentia Bond (42.)

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506. Plea to debt on reſpondentia bond, that after the ſhip had ſailed, and before its return, it was ſunk, and the goods loſt; replication, proteſting that ſhip did not overſet, &c. and goods were not loſt.
507. Plea, &c. after the making the bond defendant ſailed with goods for the Eaſt Indies, and there ſold them and laid out the produce in other goods to bring home, and that in coming home the ſhip was loſt, and only part of the goods were ſaved; and that defendant, after his arrival, paid plaintiff an average part of
508. what was ſaved; replication, admitting ſhip loſt, but what defendant paid was not an average part.
509. Plea, &c. that money was not lent, but a debt previouſly owing.
510. Plea, &c. that ſhip did not arrive ſafe at, &c.; replication, proteſting that ſhip was not taken, ſays, that ſhe did ſafely arrive at, &c.
511. Plea, *non eſt factum*, *ſolvit poſt diem*; ſet-off.
515. Replication, taking iſſue on each plea.

Plea.—On Charter-Party, and Policies of Aſſurance, &c. (43).

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36. Plea 1ſt, that ſhip did not ſtay at the ports of L. and J. ſixty-five running days, and ten days over; other
37. pleas; replication, iſſue on other pleas.
41. Plea, *nil debet* in debt on policy of aſſurance.
409. Plea, *eyer* of bond and condition, which was, that A. B. co-obligor in the bond, ſhould perform the covenants

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in a charter-party between plaintiff of the one part, and A. B of the other, concerning a ſhip which was let to hire by the plaintiffs to A B and which he was to freight to France, and from thence back to England, and when unloaded to proceed back to England, and when freighted to return to England, but in caſe a French war was declared, the agreement was to be void on the firſt voyage), that after the making the bond and charter party the ſhip ſailed for France, unloaded her cargo, and ſailed for England, but that ſhe never arrived, replication, admitting that the ſhip ſailed for France, and never returned; for replication plaintiffs ſay, that A. B. put unlawful goods on board without the conſent of plaintiffs, whereby the ſhip was ſeized and become forfeited; rejoinder to the laſt replication, that the goods were put on board with plaintiffs' conſent.

to debt on indenture of charter-party, that the ſhip was not ſtout nor manned with twenty men armed neceſſary to govern the ſhip, demurrer ſpecial, *Ibid.* 161.
Plea to a bill in nature of a policy of aſſurance, proteſting that the ſhip was not taken as by the plea, for plea that the plaintiff did not prove the loſs, *prout*, and iſſue, *Mentitur facias de meditate linguæ*, *Bro. Vad.* 169.

Plea.—On Indentures (44).

(See Articles of Agreement, *ante*. Leaſes, *poſt*. 625 Performance, &c. and in Exculſe, &c)

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PRECEDENTS *in* BOOKS *of* PRACTICE, REPORTERS, &c.

Plea of *judgment recovered* in C. B. to an action of debt on an indenture, for non payment of money.
Plea in *abatement*, that premiſes deſcended to defendant's wife and A. C &c. coheireſſes, who are not named.
Non eſt factum to a bill on indenture, - - - 1. R Pr. C. B. 1

Plea as to part, conditions performed in the indenture to reſidue ready to pay; replication, and iſſue, *Cl. Aſſ.* 325.
Plea, *non demiſit*, *Cl. Aſſ.* 78 1. *Inſt.* 210 340.
Plea, *non eſt factum*, *Mo. Int.* 167. *Pl Gen.* 333 *Bro. Vad.* 214.
Plea *demiſit* and *nil debet per ſtatum*, *Bac. Int.* 22
Plea, performance general of covenants until, &c. and ſurrender of leaſe, and other demiſe; replication, by want of repair during the prior demiſe; rejoinder, *non*; ſurrejoinder, and iſſue, *Cl. Aſſ.* 328. 331
Plea, conditions performed generally, *Bro. Vad.* 221. *Cl. Aſſ.* 83. *Clif.* 192.
Plea, that the premiſes in the indenture in the term in which, &c. were diſcharged of all incumbrances, *abſque hoc*, that he had demiſed parcel of them to R. G. *prout*, &c.; iſſue on the traverſe, *Pr. Vad.* 242.
Plea on covenant not to claim jointure, &c. defendant pleads ſhe claimed nothing but what was left her by the teſtator's will; replication, that ſhe claimed and took a ſilver goblet and gold ring not belonging to her by the will, *Re. Dec.* 230.

Plea.

Plea, performance of all covenants generally; replication, and iſſue, *Co. Ent.* 66. 1
Performance ſpecial; replication, and iſſue, 63.
Covenant to deliver corn; plea, performance; replication, *Vet. Int.* 234.
Plea, ready to deliver corn, and gave notice to plaintiff; replication, that on not
plaintiff came to the place, and requeſted corn of defendant, which he refuſed to
liver; rejoinder, that he did not refuſe, *Vet. Int.* 234.
Debt on covenant to pay five pounds towards the education of the defendant's
ter for five years, with averment how long ſhe lived, defendant proteſting
not then his daughter, for plea that five years are not expired; demurrer,
51.
Plea, *per minas* to debt on indenture, *Bro. Vol.* 402. *Tlo.* 426.; raſure and inter
neation in an indenture, *Moor*, 80. *Tho.* 182. 2. *Mo. Intr.* 221. *Cl. Aſſ.* 92.
Plea, that defendant *could not read*, and indenture was read to him with
a covenant, and ſo ſhewn to him, he delivered it, *Mo. Int.* 189. *Han.* 109.
Plea, ready to make aſſurance to plaintiff at his coſts, and delivered plaintiff all
writings; replication, proteſting did not deliver, &c. for plea, requeſted defend
to go before a judge to levy a fine, and tendered ſix ſhillings and eightpence
rejoinder, on the tender, *Ra. Ent.* 182.
That plaintiff peaceably enjoyed the lands enfeoffed freed of former tithes, &c
requeſted defendant and ſon to ſign a releaſe, which he did, but ſon being unle
requeſted the agreement of plaintiff to ſhew it to a perſon *who could read*; pl
refuſed, and ſon did not ſign, and plaintiff never requeſted any further aſſura
demurrer, 2. *Co.* 1.
Plea, that defendant, by feoffment, made a ſufficient eſtate in the lands, and
they were free from incumbrances, *Vet. Int* 235.
Plea, that plaintiff peaceably enjoyed the *lands* demiſed for years, until defend
ſurrendered to the heir; replication, that did not ſurrender, *Ra. Ent.* 182.
That demiſe was made on condition of accounting for rent arrear, and that the
re-entered *after* the day for rent arrear; replication, on the entry *before*, *Ra.*
183.
That defendant did not hinder plaintiff from taking poſſeſſion, and plaintiff
peaceably enjoy tenements until that day on which plaintiff demiſed by indent
replication, that plaintiff entered into lands, and would occupy, but defendant
mained in poſſeſſion, and traverſes the demiſe, *Co. Ent.* 65.
Plea, that defendant paid and kept all and ſingular the covenants, &c.; replicat
proteſting for plea did not pay; demurrer, *Cl. Man.* 229.; conditions perform
to indenture, *Cl. Aſſ.* 341.
Plea, that teſtator, in his life, and they after his death, had performed covenants
the indenture; replication, non-payment of rent, *Ro. Ent.* 199.
Plea, indenture and performance general of all covenants; replication, proteſting
he had not performed; for plea, that he could not enjoy peaceably, and ſhews
rejoinder, with traverſe, 1. *Bro.* 193. *Cl. Aſſ.* 334.
Plea to indenture of covenants; replication, proteſting, &c. for plea that T. recov
ed premiſes againſt plaintiff by verdict in ejectment at the aſſizes, and
rejoinder, that the recovery had by fraud, and iſſue, *Tho.* 210.
Plea, the like replication, proteſting that he did not perform any thing, for plea
he did not make any indefeaſible eſtate in law in the manor of L.; rejoinder,
he makes iſſue, *Tho.* 193.
Plea, &c.; replication, proteſting, &c. for plea, that before the demiſe made
plaintiff defendant demiſed tenements to J. who was poſſeſſed until plaintiff en
tered on his poſſeſſion, J. re-entered and expelled plaintiff; rejoinder, that defend
ant was within age at the time of making firſt demiſe; iſſue, *Tho.* 201.
Plea, performance of all covenants in indenture ſpecially, namely that he paid rent
&c. that tenements were not uncovered, repair of all the veſſels; replication, by

W

way of eſtoppel, that plaintiff had judgment for the rent againſt defendant; verdict at *niſi prius*; rejoinder, by *nul tiel record*, and judgment, *Tho.* 174.
Plea to covenant in indenture of demiſe of a liberty and paſture of one hundred ſheep; replication, that he permitted teſtator and *executors* to keep one hundred ſheep in a certain manner, &c. as mentioned in the indenture, and iſſue, *Ro. Ent.* 182.
Plea, ſimilar replication, to plea by the governor and company of the New River, *paſſage*, and river water from the houſe, parcel of the premiſes demiſed, through the fault of plaintiff was diverted and broken, by which defendant loſt the uſe of the river water demiſed to him; demurrer, *Vid.* 184.
Plea, conditions performed generally; replication, non-payment of rent in arrear to grantee of reverſion for ſix years; demurrer, *Wi. Ent.* 204.
Plea, rent, *non dimiſit*, *Mo. Int.* 205. *Ra. Ent.* 152. 175. *Vet. Int.* 22. To part, *non dimiſit*, *Vet. Int.* 42.
Plea as to part, no rent in arrear, *Pl. Gen.* 278. *Ra. Ent.* 175.
Plea, ready to pay, and *uncore priſt*, and accepts, *Pl. Gen.* 255.
Plea to debt for rent to one part, *nil debet* to reſidue, that plaintiff entered into part of premiſes, and expelled defendant, *nolle proſequi* to *nil debet*, and demurrer to reſidue, 1. *San.* 203.
Plea to debt for rent, ſtatute 32. Hen. 8. that leaſe made to an alien is void; demurrer, 1. *San.* 5.
Plea to debt for rent, ſtatute of non-reſidence; replication, that he did not abſent himſelf from the benefice beyond the time in the act ſpecified, *Tho.* 105. 217.
Plea as to part, *nil debet* to reſidue, defendant aſſigned the term, which plaintiff accepted; demurrer, *Bro. R.* 226.
Plea (to debt by grantee of reverſion), by leſſee for years, that defendant, before the grant of the reverſion, ſurrendered the term to leſſor; replication, iſſue on the ſurrender, 1. *San.* 235. *Pl. Gen.* 254. 3. *Br.* 20. *Ra. Ent.* 176. *Vet. Int.* 74.
Plea, that reverſion of tenements by bargain and ſale enrolled in the Huſtings, London, was granted to defendant. Replication, proteſting that there was no ſuch cuſtom; for plea, that S. ſold plaintiff the reverſion of the tenements, and traverſes that S. ſold to defendant before, and iſſue, *Tho.* 203.
Plea, extinguiſhment of rent by entry, 2. *Mo. Intr.* 235.
Plea, that plaintiff before any rent due entered into tenements demiſed, and expelled defendant. Replication, did not expel, *Pl. Gen.* 278. *Br. R.* 260. *Pl. Gen.* 252. 279. *Ra. Ent.* 175, *Vet. Int.* 74. To part, 3. *Br.* 18.
Plea, entered into lands, parcel tenements demiſed, and continued poſſeſſion to the end of the term, *Tho.* 173. *Pl. Gen.* 279. Demurrer, *Ra. Ent.* 173.
Plea, that plaintiff before the day entered into tenements, and from the poſſeſſion thereof held him out, *Tho.* 220. *Hob.* 326. *Pl. Gen.* 252. *Clif.* 150. *To part* before any rent due, *Bro. R.* 231.
Plea, that J. in his lifetime entered into one acre of parcel of the lands demiſed before any rent due, and during his life occupied it. Replication, did not enter, *Ro. Entr.* 235.
Plea, that rent was not demanded at a *reaſonable* time, according to form and effect, &c. Replication, rejoinder, and iſſue, *Cl. Aſſ.* 403.
Plea, non-age and diſagreement to the leaſe, *Clif.* 149.
Plea, that plaintiff levied rent by divers diſtreſſes. Replication, did not levy, and iſſue, 1. *Bro.* 200. *Tho.* 154. *Pl. Gen.* 253. 273. *Hanſ.* 108. *Tho.* 428. *Ra. Ent.* 175. *Vet. Int.* 74. part of the rent, *Ra. Ent.* 175.
Plea, that leſſor had not a lawful right or intereſt at the time of the demiſe. Demurrer, *Lev. Ent.* 74.
Plea, like as to part of the rent. *Pl. Gen* 273.
Plea, as to part, plaintiff took goods in the name of a diſtreſs for rent, and yet detains them. Replication, did not take, *Pl. Gen.* 276.

Plea,

Plea, that plaintiff by his indenture demiſed rectory to defendant for years, under ſeveral covenants, and in the concluſion of the deed granted, if defendant kept the covenants then the bond to be void, and defendant ſurrendered the term at the end of the firſt year, and during that year kept the covenants. Replication, proteſting, &c. that defendant did not pay his rent. Rejoinder and iſſue, &c. *Ent.* 183. *Vet. Intr.* 235.

That an indenture of demiſe of rectory was made with a defeaſance (as above) and that defendant performed all covenants. Replication, that defendant entered on Sunday, and expelled plaintiff. Rejoinder, that he entered for rent unpaid, and traverſes entry on Sunday, *Ra. Ent.* 184.

Plea, that plaintiff had nothing in the tenements at the time of the demiſe. Replication, that T. was ſeiſed of tenements, who levied a fine to the uſe of the plaintiff for life, and being ſo ſeiſed, demiſed to defendant. Rejoinder, that plaintiff was not ſeiſed, *Tho.* 152. Like plea and replication, that he had iſſue. *Pl. Gen.* 256. like plea. Replication, that one T. having title, demiſed tenements to plaintiff for forty-one years, who being poſſeſſed, demiſed to defendant. Demurrer, 2. *Ven.* 251.

Plea, that R. and E. being ſeiſed of lands, were diſſeiſed by plaintiff, who demiſed to defendent; R. and E. re-entered before any rent was unpaid. Replication that they did not diſſeiſe R. and E. &c. *Tho.* 191.

Plea, as to part, that before plaintiff had any thing in the tenements, queen Elizabeth was ſeiſed, and granted to J. P. and wife, and E. his daughter, for their lives; J. and the wife died, and E ſurvived, who demiſed to J. N. and another, for eighty years, if E. ſhould ſo long live; J. N. aſſigns to J. C. and S. on whom plaintiff entered and demiſed to defendant, J. C. and S. re-entered and before any part of the rent due evicted defendant; to the reſidue, that J. having legal title entered on defendant, and evicted him. Replication to the firſt plea, that J. and S. did not evict; to the other, demurrer, *Vid.* 163.

Plea, to part, *payment* at the day; to reſidue defendant pleads death of *ceſtui que vie* before the day of payment, *Re. Dec.* 215. Replication and iſſue on the firſt part of the plea; to the other part, that *ceſtui que vie* is in full life. Rejoinder and iſſue on the death.

Plea, to part, *non debet*; to reſidue, that before the demiſe made to defendant plaintiff demiſed meſſuages, with appurtenances, to one G. who before rent was due, entered into the meſſuages and expelled defendant. Replication, that he did not expel defendant, *Vid.* 153.

Debt on Leases. (45) Plea—*Nil Habuit*, &c. (*See* Articles of Agreement, Indenture, *ante.* p. 622.)

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Precedents in Books of Practice, Reporters, &c.

50. Plea, 1ſt, *nil debet*; 2d, that plaintiff had nothing in the premiſes whereof he could make a demiſe; other pleas; replication and demurrer to the laſt plea.

52. Plea to an action of debt for rent, at the ſuit of *executors* of leſſors againſt leſſee, that defendant in the life-time of plaintiff's teſtators aſſigned over the premiſes to a third perſon, who entered, and that plaintiff's

53. teſtator accepted rent from ſuch aſſignee. Replication, proteſting that there was no aſſignment, and teſtator did not accept rent from the aſſignee.

Plea to debt on indenture for rent, by leſſor againſt leſſee, that before rent became due, defendant aſſigned to another

PRECEDENTS *in* BOOKS *of* PRACTICE, REPORTERS, &c.

the intereſt of the cloſe, of which the plaintiff had due notice, and afterwards received rent in arrear, - Lill. Ent. 109

Plea, that teſtator in his lifetime aſſigned his intereſt in the demiſed premiſes, by virtue of which aſſignee entered, of which plaintiff had notice, - - - *Ibid.* 156

Plea to debt for rent on leaſes, *nil debet*, as to part of the money in the firſt and ſecond Counts, mentioned in the declaration, and as to the reſidue, admitting the ſame to be in arrear, but ſays he was in the houſe half an hour before ſun ſet, and pleads a tender, with a *profert in curia* of the money, and prays judgment if damag s, &c. - *Lill. Ent.* 164

Debt for rent by leſſor againſt leſſee, on a leaſe for a year, by parol, - - - - - *Ibid.* 168

Plea in bar, *nil habuit* in tenements at the time of the demiſe. Replication, that plaintiff's father recovered a judgment in C. P. againſt G. F. for two thouſand pounds debt, upon which he ſued out an *elegit*, and an inquiſition returned thereon, and the premiſes in queſtion being an equal moiety, and the ſame, as mentioned in declaration, were delivered to him to hold as tenant by *elegit*, and that he died ſeiſed, and made plaintiff his executor, who entered, and the debt not being ſatisfied, ſays he had ſufficient in the tenements at the ſaid time, &c. Rejoinder, that before plaintiff's teſtator recovered judgment, C. and B. recovered judgment in the Exchequer againſt ſaid G. F. for ſix thouſand pounds, and ſued out an *elegit* thereon; inquiſition returned that G. F. was ſeiſed, &c; and the lands in queſtion being a moiety thereof delivered to the plaintiffs in that action; that afterwards one of the plaintiffs died, and the other is now in poſſeſſion of the premiſes as ſurvivor, and debt unſatisfied, and therefore concludes plaintiff ha no eſtate. Surrejoinder, that judgment mentioned in the rejoinder was obtained by covin and fraud. Rebutter, that it was for a juſt debt, and traverſing the fraud. Surrebutter, takes iſſue on the traverſe, *Ibid.* 168 to 172

Plea, that lands deſcended to S. G. and that ſhe ejected defendant. Replication, that the defendant ought not to be admitted to alledge that the lands deſcended to S. G. as daughter and heir, &c. and becauſe that after the bargain and ſale, and before the entry of S. G. C. G. and A. his wife, levied a fine. Rejoinder, by proteſtation, that the premiſes were divided from the manor, and that the premiſes were not contained in the fine, - 2. Mod. Ent. 192 to 200

By leſſor againſt adminiſtratrix of leſſee, for rent in arrear *in inteſtate's* time; imparlance from Trinity to Trinity; plea, as to part, that defendant does not retain; and the reſidue, that inteſtate, by marriage bond, previous to the marriage, bound himſelf to leave her one thouſand pounds, but did not, and that ſhe hath aſſets to the amount of two hundred and fifty pounds only, which ſhe retains to ſatisfy the bond. General demurrer, and joinder; continuances from Hilary to Hilary two years, and judgment for defendant, Term Reports, *ſee* Index to, tit. Adminiſtrator—Retainer. Plea,

Plea, that teſtator held the wine cellar for a year, and performed all covenants for that time; breach by non-payment of rent. Demurrer, pretending that the reſervation of the rent did not extend to the firſt year; judgment for plaintiff. *Ro. Entr.* 116.

Plea, that he permitted teſtator and his executors to depaſture one hundred ſheep according, &c. Replication and iſſue, *Ro. Ent.* 182.

Plea, that W. being ſeiſed of lands, was diſſeiſed by plaintiff, who demiſed to defendant; W. re entered before rent due. Replication, that he did not diſſeiſe. *Ra. Ent.* 176.

Plea, that tenant in tail ſuffered a recovery to his uſe in fee, and it deſcended to coheireſſes. Replication, that the recovery was void by the ſtatute, the remainder being in the king. Demurrer, 2. *Co.* 12.

Plea, ſpecial performance of covenants; and as to covenants, not to plough the lands; pleads ſtatute for keeping lands in cultivation, and as to other covenants, performance ſpecial. Demurrer, *Co. Ent.* 131.

That plaintiff did not requeſt a new demiſe, and as to the other covenants, performance general. Replication and demurrer, *Id.* 244.

That two leſſees or *executors* did not plough any lands, prout, &c. and performance of all other covenants. Replication, that defendant being *executor* of ſurviving leſſee ploughed the lands, prout, &c. and iſſue, 3. *Br.* 167.

Plea, as to part of the *rent*, payment at the day; and to the other part, that defendant became bound by bill penal for payment thereof; to the reſidue, that T. having title before the day, entered into the tenements and defendant expelled, and kept him out till that day. Replication and iſſue on the firſt and ſecond plea; to third plea, proteſting, &c.; for plea, true it is that T. expelled defendant, but that defendant re-entered and occupied tenements the whole term, and traverſes that T. kept out till the day, *Wi. Ent.* 176. Demurrer to third plea, 177.

Plea that the demiſe was made for one year without any rent, and ſo from year to year, rendering one hundred ſhillings on condition, not performed, and traverſe demiſe, *Ra. Ent.* 153.

Plea, that plaintiff demiſed to defendant as well the meſſuages as the lands, and the furniture in the houſes for a certain term, at a certain rent, whereof nothing is paid, and traverſe demiſe of meſſuages only, *Ra. Ent.* 170.

Plea, defendant neither had or occupied the tenements, *Dyer* 14.

Plea, that nothing paſſed to defendant by the demiſe, *Ra. Ent.* 163. *Vet. Int.* 128.

did not grant annual rent in writing, *Co. Ent.* 119.

Plea, *nul tiel* vill in the county, *Dy.* 227.

Plea, payment at the day, and *ſic nil debet*, *Ra. Ent.* 175.

Plea, as to part of the rent, *diſcharge* by acequittance. Replication, *non eſt factum* thereto, *Ra. Ent.* 175.

Plea, payment of rent to W. by plaintiff's direction. Replication, did not pay, 3. *Br.* 13.

Plea, payment of part of the rent, to reſidue that plaintiff entered and expelled defendant. Replication, did not expel, 3. *Br.* 18.

Plea to debt againſt *executor* of I, on demiſe of a manor and meſſuages, that plaintiff was ſeiſed of the manor as of a good title, and of the houſe by diſſeiſin, and demiſed the whole to teſtator, rendering ſeveral rents, diſſeiſee before rent due, entered into the meſſuages and expelled I, and as to the rent of the manor, that he tendered on ſeveral days in pieces of money called ſhillings, and *uncore prift*. Demurrer, *Dyer* 82.

Plea, that defendant aſſigned the term. Demurrer, *Co. Ent.* 123.

Plea, as to part, that plaintiff took goods in the name of a diſtreſs for the rent, and yet detains them. Replication, that he did not, *Ra. Ent.* 175.

Plea, that plaintiff had nothing in the tenements at the time of the demiſe, *Yelv.* 227.

Plea, that I. was ſeiſed of lands that deſcended to A. whom plaintiff diſſeiſed. A. re-entered, and no rent arrear before the re-entry, *Vet. Int.* 235.

On MORTGAGES. (46)

Debt on Bond. STATUTES pleaded.

PRECEDENTS *in* BOOKS *of* PRACTICE, REPORTERS, &c.

Plea of *uſury*, to debt on bond, to recover the purchaſe money by ſurety of a Weſt India eſtate. Condition recites, cancelling a former bond given in the Weſt Indies, carrying ſix *per cent.* intereſt, reſerving ſix *per cent.* on the bond executed by both parties in England.

Plea, 23. Hen. 6. to an action on bail bond, and that it was given for eaſe and favour. Replication, that defendant was ſheriff.

Replication to plea of *Inſolvent Debtor's Act*, to an action of debt on *replevin* bond.

Plea, another action pending for the ſame offence.

Plea, that part of the conſideration for the bond was money won by betting at two cricket matches, and that the bond was to ſecure the payment of the annuity, and the defendant only a ſurety for it, &c. *contra formam ſtatuti.*

Plea, ſtatute of *uſury* pleaded. Replication, that it was a true and juſt debt. Traverſe, rejoinder, and iſſue. 1. R. Pr. B. R. 210. 218

Plea of ſtatute againſt *uſury* to an action of debt on bond. Replication to ſuch plea, that it was not corruptly agreed, and iſſue. Rejoinder, - Mor. Pr. 226. 229.

Plea to debt on two bonds *non eſt factum*, and that plaintiff was a *bankrupt*, and that the debts due to him were aſſigned to aſſignees, to whom defendant is liable, *Ibid.* 530

Plea to an action on a note, that it was given for *money won at cards.* Replication, that it was for money lent the indorſer, and traverſes the note being given for money won at cards, - - - *Ibid.* 633

Plea of *uſury* to bond. Replication, a juſt debt, traverſing the corrupt agreement. Rejoinder, taking iſſue on the traverſe, - - - - *Ibid.* 634. 636

Plea to debt on bond, firſt, *non eſt factum*; ſecond, that defendant by force and reſtraint of impriſonment executed the bond; third, confeſſes that the bond is his deed, but that defendant before the twenty-fifth of October 1760, was a *fugitive* beyond ſeas, at Canada, and on firſt of February 1762, returned to take the benefit of the *Inſolvent Debtors' Act*; that before the [illegible] he was indebted to plaintiff in the ſum in the condition, who arreſted and impriſoned him before

	PRECEDENTS in BOOKS of PRACTICE, REPORTERS, &c.
he could take the benefit of the inſolvent act, where he continued until he executed the bond, the twenty-ſeventh of November 1762, whereupon being diſcharged, he, on the twenty-firſt of February 1763, ſurrendered himſelf to the B. R. priſon in order to take the benefit of the act, and on the thirty-firſt of March 1763, he was diſcharged at the quarter ſeſſions. Replication, *non eſt factum*. Demurrer to third plea, - - -	1. Wilſ. Rep. 353.
Plea (to debt on bond, with condition for payment of money within a month) after oyer, &c. that it was given and executed upon a *wicked and corrupt agreement to ſtifle a proſecution* for perjury againſt five perſons, and concludes therefore void in law; on demurrer, plea held good, - - -	2 Wils. Ibid. 347.
Plea to debt on bond in diſcharge of the perſon; wearing apparel, bedding, and tools of the defendant, the inſolvent act 10. Ann. c. 20. from impriſonment, Replication, that priſoner eloigned himſelf from priſon within the time limited, and traverſes his being duly diſcharged. Rejoinder, proteſting that he did not eloign himſelf, and iſſue on traverſe, -	Lill. Ent.
Replication to a plea of bankruptcy in plaintiff, that he aſſigned the bond for a juſt debt to A. B. before his bankruptcy, and that this action is brought in plaintiff's name for the uſe of A. B. - -	1. T. R.
Plea to debt on bond, ſtatute of uſury. Replication, that bond was given for a true and juſt debt, traverſing corrupt agreement, - - -	3. T. R.
Plea, that bond was given for *money won at play*. Replication, - - - - - -	1. R. Pr. C. B.
Plea to debt on bond, oyer, ſtatute of uſury. Replication,	2. R. Pr. C. B.
Plea of uſury to debt on bond; defendant gave a bond for principal and intereſt lent at five *per cent.* and covenanted alſo at the ſame time to pay plaintiff a certain portion of the profits of trade carried on by him in partnerſhip with any other perſon. Demurrer, that it did not appear there was any ſurplus profit, or that for the forbearance of one hundred pounds more was ſecured by the bond than at the rate of five *per cent.* - - -	4. T. R.
Plea of 12. Ann, c. 16. of uſury to an action on bond. Replication, a juſt debt, and traverſing the corrupt agreement. Rejoinder, taking iſſue on the traverſe, - -	Lill. Ent.
Plea of bankruptcy to debt on bond againſt executors of obligor, - - - - -	2. Ld. Raym.
Plea of ſtatute of uſury to an action of debt on bond. Replication, that the ſcrivener took a bond for fifty-two pounds ten ſhillings from the defendant inſtead of fifty-one pounds five ſhillings, without the knowledge of plaintiff. Demurrer and joinder, - - -	2. Mod. Ent.

Plea, as to part of ſalary, ſeveral retainings were not made according to ſtatute 5. Eliz. of labourers, *per quod*, they were void; and as to the reſidue, *nil debet per legem*, which he perfected. Demurrer to the plea, *Tho.* 198. *Cl. Aſſ.* 139.

Plea of uſury to bond with condition to pay thirty-three pounds if E. ſhould be alive, and if dead then twenty-ſix pounds, and for thirty pounds lent, *Co. Entr.* 168.

Plea, that writing was made to ſecure payment of thirty pounds for a caſk of oil bought, which defendant could buy for twenty-five pounds in monies numbered, and the true price thereof was twenty-five pounds. Replication, that the true price of a caſk of oil was thirty pounds, and traverſes the price at twenty-five pounds, *Ra. Ent.* 689.

Plea to bond, that bond was made for ſecurity of payment of ſixty pounds for wares bought of the value of two hundred pounds, and not more. Replication, that the bond was made on good conſideration, 1. *Bro.* 187. Replication, that bond was made for a juſt and true debt, and traverſes uſury, *Ibid.* 188.

Plea, 12. Car. 2. without reciting the ſtatute of uſury, *Bro. Vad.* 754.

Plea, that plaintiff reſerved to be paid twenty ſhillings for forbearing and giving day of payment of ſeven pounds for ſix months. Replication, that he lent ſeven pounds to defendant without any conſideration of grain againſt the form of the ſtatute, and traverſes uſury, 1. *Bro.* 189. 201. *Tho.* 140. Iſſue on traverſe, *Tho.* 157. 2. *Bro.* 66. *Hanſ.* 79.

Plea, that plaintiff had depaſturing of ſheep for loan of twenty pounds, *Cl. Aſſ.* 215. Replication, did not depaſture. Plea of indiſcreet uſury. Replication and iſſue, *Ibid.* 320. 424. 428. Replication and rejoinder, *Tho.* 347.

Plea to bill penal by ſtatute and five pounds paid. Replication, for a juſt debt, and traverſes corrupt agreement. Demurrer, *Clif.* 183. to bond, *Ibid.* 185.

Plea, that bond was void by ſtatute of uſury, by late ſheriff. Replication, that bond was made for payment of fifty pounds, and three pounds for intereſt at the end of the year, and not before. Rejoinder maintains the bar, and traverſes that the money was paid at the end of the year. Demurrer, *Tho.* 159.

Plea, that defendant was indebted to plaintiff in five pounds, and then delivered to plaintiff ten quarters of grain at a certain day, and for ſafe delivery thereof became bound in twenty pounds, that it was worth ten pounds, and for forbearing day of payment plaintiff reſerved five pounds. Replication, that by five pounds lent and five pounds paid, and five pounds to be paid on delivery of grain, defendant became bound, 2. *Bro.* 85.

Plea, that plaintiff lent defendant twenty pounds for forbearing and giving day of payment thereof for one year; writing was made for payment of twenty-four pounds, contrary, &c. Replication, that bond was made on good conſideration, and traverſes uſury. Rejoinder, and iſſue on the traverſe, *Ro. Ent.* 217.

Plea, plaintiff lent defendant thirty pounds for ſeven years, and for giving day of payment; granted to plaintiff annual rent of three pounds until defendant ſhould repay plaintiff. Replication, that defendant, for thirty pounds *bona fide* paid, granted the ſaid annual rent, and traverſes the corrupt agreement in the declaration, and iſſue, *Ro. Ent.* 220.

Plea, plaintiff lent defendant one hundred pounds, and for giving day of payment from the twentieth of October until the twentieth of January next reſerving to himſelf for intereſt ſix pounds. Replication, that defendant was indebted to plaintiff in one hundred pounds for a true debt, and for payment thereof with others became bound, and traverſes the uſury, *Ro. Ent.* 229.

Plea, lent to defendants twenty pounds, and made three ſeveral bonds with penalties for payment of three ſeveral ten pounds at ſeveral days, of which this bond was one. Replication, that bond was made for a juſt debt, and traverſes the uſury, *Vid.* 205. Like plea and demurrer, *Wi. Ent.* 234. Replication, that plaintiff

plaintiff agreed to lend defendant fifty pounds, according to the rate of five *per cent.* and that the ſcrivener miſtook, 2. *Ven.* 81.

Plea by executor, that teſtator lent W. twenty pounds for four years, and W. for time of payment granted an annual rent of forty ſhillings in fee, with clauſe of redemption on payment of the money, and bond was made to ſecure teſtator in the enjoyment of the annuity. Replication, that W. being indebted to teſtator in twenty pounds as for a juſt debt, and for money paid W. by teſtator W. granted, &c.; and bond was made as well for payment of twenty pounds as for arrears of the annuity, and traverſes uſury. Demurrer ſpecial, *Wi. Ent.* 288.

Plea, plaintiff lent defendant ſixty pounds, and giving time of payment of one month, made a bond for payment of ſixty-two pounds, which was void. Replication, that defendant was indebted in ſixty-two pounds for a true debt, and for payment whereof he made the bond, and traverſes the uſury, *Bro. R.* 235.

Plea—On Records.
On Recognizances. (47)

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58. Plea to an action in debt on recognizance, that principal became *bankrupt* and obtained his certificate.
65. Plea, &c. of payment by the other recognizor.
67. Plea, 1ſt, *nul tiel record* of the judgment againſt the
68. principal; ſeveral other pleas. Replication, that there is ſuch a record, &c.; and Replication to the
70. other pleas. Rejoinder to pleas the 3d and 4th.
71. Demurrer, with cauſes. Joinder.
77. Plea, that before any *capias ſatisfaciendum* iſſued principal died.
77. Plea of *nul tiel record* of recognizance.
395. Plea, that principal died before the iſſuing the *capias ſatisfaciendum* in the palace court.
397. Plea to debt on recognizance, no *capias ſatisfaciendum* ſued out and returned in B. R.
397. Plea of the death of one of the defendants after judgment, and before any return of *capias ſatisfaciendum* againſt him.
401. Plea *nul tiel record* of recognizance.

Plea by bail, that W. the principal, rendered himſelf to his bail before the day of ſuing out the writ, 1. *Bro.* 178.

Plea in bar, *defeaſance* to debt on recognizance, *Ibid.* 174.

Plea by *adminiſtrator, releaſe.* Replication, *non eſt factum, Ra. Ent.* 192.

Plea of *ſon aſſault demeſne* to debt on recognizance to keep the peace, breach aſſault, *Ibid.* 193.

Plea by bail, that no *capias ſatisfaciendum* iſſued againſt the principal. Replication, writ of *capias ſatisfaciendum* ſued out, *Clif.* 188.

Plea to debt on recognizance, that an indenture of *defeaſance* was made for payment of twenty pounds on a day certain, which defendant paid. Replication that he did not pay plaintiff on that day, 1. *Bro.* 174.

Plea—Judgments. (48)

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89. Plea (to declaration on judgment), that after the obtaining of the judgment, and before the exhibiting the bill of plaintiff, he ſued out an *elegit*. Replication to the laſt plea.
114. Plea, 1ſt, *nul tiel record*; 2d, *payment* of the damages.
115. Replication, that there is ſuch record; and two iſſues, one to be tried by the record, the other by the country.
[illegible] Plea, that he paid the judgment and damages.
[illegible] Plea of bankruptcy in bar to debt on judgment.

[illegible] *tiel record*, *Tho.* 180. Judgment, *Ro. Ent.* 204. *Ra. Ent.* 194.
[illegible] debt on Judgment of *non. proſ.* in the marſhalſea court, that our lord the [illegible] did not grant any court to hold and hear pleas between perſons not being [illegible] of the palace. Demurrer, *Wi. Ent.* 184.
Plea, *nul tiel record* in inferior court. Replication and iſſue, *Bro. Vad.* 244. Like plea and replication, and *certiorari* to the court of Cheſter, *Clif.* 148. 187. 196.
Plea, that plaintiff brought another *ſcire facias* to, which defendant pleaded, and judgment for defendant on demurrer, *Co. Ent.* 154.
That plaintiff ſued out a *capias ſatisfacsendum* on the judgment, and a warrant was delivered to the bailiff of the liberty, who took defendant, and voluntarily permitted him to go at large. Replication and iſſue, *Aſh.* 237.
Plea, *nil debet* to debt on judgment in the county court, and concludes to the country, *Her.* 325. Similar *nil debet*, and wages his law, 1. *Br.* 111.
Plea, a *defeaſance*, 2. *Mo. Intr.* 231. *Tho.* 433.

Plea—On Penal Statutes. (49)

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[illegible]. Plea in bar, *prior judgment* in B. R. for ſeveral offences.
Plea, *nil debet*.
Plea in abatement that the contracts were made by the defendant and two other perſons jointly.
[illegible], that defendant tendered the penalty within the time limited in the notice of action. Replication, that they did not tender.
Plea, another action pending at plaintiff's ſuit for the ſame offence. Replication, former ſuit diſcontinued.
Replication to a plea, that bond was given for money won at play, that it was given for a juſt and true debt, and not for money won at play. Demurrer,

Vol. VII. Page		Precedents in Books of Practice, Reporters, &c.
343.	Plea in abatement of a *qui tam* action (for bribery at an election), that a prior ſuit is depending againſt defendant for the ſame cauſe of action, at the ſuit of	
344.	G. L. another perſon. Replication, ſhewing time	
345.	of ſuing out plaintiff's writ. Rejoinder, ſhewing time of ſuing writ by G. L. and that it was prior to	
346.	and without plaintiff's knowledge. Surrejoinder, that writs iſſuing on vacation are teſted as of the laſt day of the preceding term; but though G. L.'s writ was ſo teſted, it was in fact ſued out afterwards, and	
347.	after plaintiff's. Demurrer, with cauſes (for departure). Joinder, and judgment of *reſpondeat ouſter*.	
361.	Plea, another action depending for the ſame offence Imparlance. Further Imparlance.	
371.	Plea to a bill filed the ſame term by an informer, and	
372.	judgment in bar. To 2d Count, expoſing to ſale. De-	
373.	murrer; joinder.	
	Plea, *nil debet* in debt, *qui tam*, - - -	1. R. Pr. B. R. 178

Plea, *non cul. Han.* 82. *Co. Ent.* 160. *Nil debet, Wi. Ent.* 198. 210. 212. *Co. Ent.* 165. 167. *Aſh.* 89.

Plea to declaration for *tithes*, that lands were parcel of a priory of M. lately diſſolved, and the late prior and all their predeceſſors held lands exempt from payment of tithes till the diſſolution. Replication, that tithes were payable within forty years next before the diſſolution, and traverſes the preſcription. Rejoinder, and iſſue, *Tho.* 137.

Plea to like declaration; to part, *nil debet*; to reſidue, that the lands were parcel of the lately diſſolved hoſpital of St. John of Jeruſalem, enjoyed and improved by defendant and his predeceſſors, and that the late prior and his predeceſſors held lands exempt, &c. by ſeveral ſtatutes, *Wi. Ent.* 344. 346.

Plea of payment to aſſignees of a *bankrupt*, a brewer, in an action of debt on bond, according to the ſtatute, *Tho.* 167.

Plea (to an action againſt the *ſheriff* for a *falſe return* of two knights to ſerve in parliament, where one of them was not reſident in the county), that he was reſident at H. in the county of S. and traverſes that he was reſident at P. in the county of D. *Ro. Ent.* 418.

Plea, *nil debet*, with proteſtation, *Ra. Ent.* 430.; and proteſting that declaration is inſufficient; for plea did not take the goods contrary to the ſtatute, *Ra. Ent.* 191. *Upper B. P.* 258.

Plea (ſtatute of *fraudulent deeds*), did not grant to defendant, contrary, &c. *Co. Ent.* 153. Did not take a mortuary, contrary, &c. *Ibid.* 164. Did not *maintain*, contrary, &c. *Ibid.* 164. Did not take lands to farm, contrary, &c. *Kitch.* 119. 121. Did not commit perjury, *Ra. Ent.* 482. *Co. Ent.* 166. *Leg. Fla.* 151.

Plea, that plaintiff was not elected knight to ſerve in parliament, *Ra. Ent.* 442. *Vet. Int.* 151. *Aſh.* 76.

Plea, that W. did not make letter of attorney to defendant to proſecute his ſuit, *Ra. Ent.* 430. Plea, that jury were impannelled by the ſheriff, *Ra. Ent.* 315.

Plea (ſtatute of non-reſidence), as to a moiety of the forfeiture, general pardon; to the other moiety, that he was chaplain to the biſhop, and attending in his family. Replication, not chaplain, &c. *Ra. Ent.* 599.

DECEIT, (Actions for). (*See* Aſſumpſit, Vol. II. p. 107. 128. Index, 19, 20.)
And TORT, (Writ of). (*See* Practical Forms---Writs.)
DECLARATIONS, (*Beginnings* of and *Concluſions* in the *Superior* and *Inferior* Courts. (*See* Practical Forms.)
DEMURRER. *See*,

DETINUE.

MIDDLESEX, to wit. Philip Carteret Webb, eſquire, complains of Edward Beavoir, eſquire, being, &c. in a plea that he render to him, ſaid plaintiff, certain plans, drawings, or delineations of certain houſes, farms, lands, and premiſes of him the ſaid plaintiff, which he the ſaid defendant unjuſtly detains from him the ſaid plaintiff, for that whereas the ſaid plaintiff heretofore, to wit, on, &c. was lawfully poſſeſſed of certain plans, drawings, or delineations of certain houſes, farms, lands, and premiſes of him the ſaid plaintiff, that is to ſay, a certain plan, drawing, or delineation, of a certain farm called, &c. of him the ſaid plaintiff, ſituate in, &c. in the poſſeſſion of one T. Fulcock, a certain plan, &c. [ſet them out] as of his own proper plans, drawings, or delineations, and being ſo poſſeſſed, that he the ſaid plaintiff afterwards, to wit, on, &c. caſually loſt the ſaid plans, &c. before in this count mentioned, being parcel of the ſaid plans, &c. above demanded out of his poſſeſſion, and then afterwards, to wit, on, &c. came into the hands and poſſeſſion of ſaid defendant by his finding the ſame: And the ſaid plaintiff further ſaith, that although the ſaid defendant well knew and had notice that the ſaid plans, &c. were the proper plans, &c. of him the ſaid plaintiff, and although ſaid defendant afterwards, and whilſt the ſaid plans were in his poſſeſſion, to wit, on, &c. was required by ſaid plaintiff to deliver up the ſaid plan unto him the ſaid plaintiff, yet the ſaid defendant hath not delivered up the ſame, or any or either of them to him the ſaid plaintiff, to wit, at, &c.: And whereas heretofore, to wit, on, &c. was lawfully poſſeſſed of certain other plans, &c. of certain eight houſes whereof he the ſaid plaintiff then was, and from thence hitherto hath been, and ſtill is ſeiſed in his demeſne as of fee, to hold for the term of his natural life, being muniments and evidences of the title of him the ſaid plaintiff to the ſaid laſt-mentioned houſes, &c. in reſpect of the extent, boundaries, and limits of the ſame reſpectively, that is to ſay, a certain plan, &c. being one of ſuch muniments and evidences as aforeſaid of a certain other farm called, &c. of him the ſaid plaintiff, ſituate in, &c. in the poſſeſſion of one, &c. a certain

Declaration in *detinue* for plans, &c. of eſtates whereof plaintiff was tenant for life.

2d Count.

certain other plan, &c. &c. &c. as of his own proper plans, &c. and being ſo poſſeſſed thereof the ſaid plaintiff afterwards, to wit, on, &c. caſually loſt ſaid laſt-mentioned plans, being the reſidue of the plans above demanded out of his hands and poſſeſſion, and they afterwards, to wit, on, &c. came into the hands and poſſeſſion of ſaid defendant by his finding the ſame: And ſaid plaintiff ſays, &c. (as in the 1ſt Count to the end) to the damage of the ſaid plaintiff of one hundred pounds.

V. LAWES.

Declaration and detinue in debt for detaining a note after plaintiff had paid the ſum mentioned in the note.

LONDON, to wit. Robert Scudamore complains of William Wilſon being, &c. of a plea, that he render to him a certain promiſſory note, which he unjuſtly detains from him, for that he the ſaid plaintiff on, &c. in, &c. made his certain note in writing, commonly called a promiſſory note, with his own proper hand and name thereto ſubſcribed, by which ſaid note he the ſaid plaintiff promiſed to pay to J. S. or order, at the time therein mentioned, the ſum of three pounds as for value received, and which ſaid note he the ſaid J. S. then and there indorſed over and delivered to ſaid defendant; and although the ſaid plaintiff afterwards, to wit, on, &c. at, &c. fully paid and ſatisfied the ſaid ſum of three pounds in the ſaid note, and after payment thereof then and there requeſted the ſaid defendant to deliver up to the ſaid plaintiff the ſaid note; and although the ſaid defendant then and there had the ſaid note in his cuſtody, yet he the ſaid defendant (although often thereunto requeſted) hath not delivered up the ſaid note to the ſaid plaintiff, but hath hitherto refuſed ſo to do, and ſtill unjuſtly detains the ſame. Damages ten pounds, ſuit, &c.

Declaration in detinue by plaintiff againſt defendant for not giving up plaintiff's property which he had lodged in defendant's hands for ſecuring the payment of a ſum of money due to defendant, on plaintiff's tendering the money that was due.

1ſt Count.

MIDDLESEX, to wit. Michael Gorman complains of Mary Barrett, widow, being, &c. of a plea that ſhe render to him goods and chattels of the value of ſixty pounds, which ſhe unjuſtly detains from him, for that whereas he the ſaid Michael on, &c. at, &c. was poſſeſſed of divers goods and chattels, to wit, two table cloths, &c. to the value of twenty pounds, as of his own proper goods and chattels, and being ſo poſſeſſed thereof, he the ſaid Michael afterwards, the ſame day and year, there caſually loſt the ſaid goods and chattels above particularly mentioned out of his hands and poſſeſſion, which ſaid goods and chattels afterwards, to wit, on, &c. came to the hands and poſſeſſion of the ſaid Mary, whereby an action hath accrued to the ſaid Michael to demand and have the ſaid goods and chattels herein above particularly mentioned; and alſo whereas the ſaid Michael on, &c. at, &c. borrowed of the ſaid Mary ſeveral ſums of money, amounting in the whole to the ſum of ſeven pounds five ſhillings and ſixpence, to be paid by the ſaid Michael to the ſaid Mary when he ſhould be thereto afterwards requeſted; and for the

better

better ſecuring the payment thereof to the ſaid Mary as aforeſaid, he the ſaid M. then and there delivered into the hands and poſſeſſion of the ſaid Mary divers other goods and chattels, to wit, two other table cloths, &c. &c. &c. another parcel of the ſaid goods and chattels above demanded, to the value of other twenty pounds, to be kept and detained by the ſaid Mary until he the ſaid Michael ſhould and did pay the ſaid ſum of ſeven pounds five ſhillings and ſixpence to the ſaid Mary, and the ſaid Michael in fact ſaith, that he the ſaid Michael afterwards, to wit, on, &c. tendered and offered to pay the ſaid ſeven pounds five ſhillings and ſixpence, and lawful intereſt for the ſame, from the ſaid time of the lending thereof by the ſaid Mary to the ſaid Michael, until and upon the ſaid twenty-eighth day of, &c. but ſhe the ſaid Mary then and there wholly refuſed to receive the ſame or any part thereof of the ſaid M. and ſtill detaineth the ſaid laſt-mentioned goods and chattels in her hands and poſſeſſion, whereby an action hath accrued to the ſaid Michael to demand, &c. &c.: And whereas the ſaid M. on, &c. had delivered to the ſaid Mary divers other goods and chattels above demanded, to the value of other twenty pounds, to be ſafely kept and delivered again by the ſaid Mary to the ſaid M. when ſhe ſhould be thereto afterwards requeſted; yet the ſaid Mary (although often requeſted) hath not delivered the ſaid goods and chattels laſtly above particularly mentioned, or any part thereof, to the ſaid M. whereby an action, &c. &c.; yet the ſaid Mary (although often requeſted) hath not yet delivered the ſaid goods and chattels, or any part thereof, to the ſaid M. but hath hitherto wholly refuſed, and ſtill doth refuſe, and ſtill unjuſtly detains the ſame and every part thereof. Damages, &c. &c. 3d Count.

And the ſaid Mary, by A. B. her attorney, comes and defends the force and injury when, &c. and ſaith that ſhe doth not detain the ſaid goods and chattels in the ſaid declaration ſpecified, or any part thereof, from the ſaid Michael, in manner and form as the ſaid Michael hath above thereof complained againſt her; and of this ſhe the ſaid Mary puts herſelf upon the country, and the ſaid M. doth the like, &c. Plea, not *detinet*.

And the ſaid defendant. by A. B. his attorney, comes and defends the wrong and injury when, &c. and ſaith, that he doth not detain the ſaid goods and chattels in the ſaid declaration ſpecified, or any part thereof, from the ſaid John, in manner and form as the ſaid John hath above thereof complained againſt him; and of this he the ſaid defendant puts himſelf upon the country, and the ſaid plaintiff doth the like, &c. Plea of *non detinet*.

DUROURE

Declaration in detinue, for keeping papers and deeds of an eſtate.

DUROURE, ESQ. OTHERWISE COUNT D. *v.* BURRARD, BART. AND OTHERS. } MIDDLESEX, to wit. Lewis Henry Scipio de Grimvard de Beavois Duroure, eſquire, complains of Sir Harry Burrard, baronet, Wil- Snell, eſquire, and Oliver Cromwell, eſquire, being, &c. in a plea that they render to the ſaid plaintiff certain parchment and paper deeds and writings, which they unjuſtly detain from him: For that whereas the ſaid plaintiff on, &c. at, &c. in, &c. was ſeiſed in his demeſne as of fee, or of ſome other eſtate of and in a certain meſſuage or dwelling-houſe, and one rood of land, with the appurtenances, ſituate in Albemarle-ſtreet, Weſtminſter, in the ſaid county of Middleſex, and was poſſeſſed of certain parchments, and paper deeds, and writings relating to and concerning his title thereto, to wit, one indenture of leaſe, and one indenture of releaſe, dated reſpectively the twenty-firſt and twenty-ſecond days of June 1703, made or mentioned to be made between the right honourable Henry lord Dover, baron of Dover, in the county of Kent, of the one part, and John Chamberlaine, of the pariſh of St. James's, Weſtminſter, in the county of Middleſex, carpenter, and Thomas Betts, of the Inner Temple, London, eſquire, and William Betts, of Lincoln's-inn, gentleman, of the other part; one indenture of bargain and ſale, inrolled in Chancery, dated the twenty-ſecond day of June 1703, made or mentioned to be made between the parties named in the indenture laſt above-mentioned, one indenture of aſſignment quarterpartite, dated the twenty-ſecond day of June 1703, made or mentioned to be made between the ſaid Henry lord Dover, of the firſt part; Henry Pooley, of the ſecond part; John Chamberlayne, of the third part; and George Chamberlayne, of the fourth part, one other indenture of leaſe, and one other indenture of releaſe, dated reſpectively the twentieth and twenty-firſt day of January 1703, made or mentioned to be made between the ſaid John Chamberlayne and Thomas Betts of the one part, and Henry St. John, eſquire, and Richard Cooper, gentleman, of the other part, one other indenture of bargain and ſale, inrolled in Chancery, dated the ſaid twenty-firſt day of January 1703, made or mentioned to be made between the parties named in the laſt before-mentioned indentures, one other indenture of aſſignment, &c. &c. [there were ſeveral other deeds] of the ſaid plaintiff, as of his own proper deeds and writings as relate to and affect and concern the title of the ſaid plaintiff to the ſaid premiſes, with the appurtenances, are, were, and are in full force and virtue, and of a great value, to wit, of the value of forty thouſand pounds, and the ſaid plaintiff being ſo thereof poſſeſſed, and alſo ſeiſed of the ſaid premiſes as aforeſaid, he the ſaid plaintiff, afterwards, to wit, on, &c. at, &c. in, &c. caſually loſt the ſaid deeds and writings out of his hands and poſſeſſion, which ſaid deeds afterwards, to wit, on, &c. at, &c. in, &c. caſually came into the hands of the ſaid defendants, who found the ſame, and ſtill remain and continue in their hands; yet the ſaid defendants, although often requeſted, &c. have not,

nor

nor hath any or either of them yet delivered up the ſaid deeds or writings, or any of them, to the ſaid plaintiff, but have and each of them hath hitherto wholly refuſed, and ſtill refuſe, and each of them ſtill refuſes, and they ſtill unjuſtly detain the ſame to the ſaid plaintiff his damage of forty thouſand pounds, and therefore he brings his ſuit.

Firſt general iſſue: And for further plea in this behalf, the ſaid defendants by leave of, &c. *actio non*; becauſe they ſay, that the right honourable Henry lord viſcount St. John, baron of Batterſea, now deceaſed, in his lifetime, long before the ſaid plaintiff had any thing in the ſaid premiſes in the ſaid declaration mentioned, and long before the ſaid plaintiff was poſſeſſed of the ſaid parchment and paper deeds and writings in the ſaid declaration mentioned, to wit, on, &c. A. D. 1738, was ſeiſed of and in the premiſes in the ſaid parchment and paper deeds and writings mentioned in his demeſne as of fee, and was poſſeſſed of and in the ſaid parchment, paper deeds, and writings in the ſaid declaration mentioned, as of his own proper deeds and writings, and being ſo ſeiſed and poſſeſſed as aforeſaid, by a certain indenture made on the day and year laſt aforeſaid at, &c. in, &c. between the ſaid lord viſcount St. John, of the firſt part; one Thomas Oſborne, now deceaſed, and one Joſeph Morris, now alſo deceaſed, of the ſecond part, and the honourable Henrietta Knight, now deceaſed, then the wife of Robert Knight, afterwards lord Luxborough, in the kingdom of Ireland, of the third part; one part of which ſaid indenture, ſealed with the ſeal of the ſaid lord viſcount St. John, they the ſaid defendants now bring here into court, the date whereof is the ſame day and year laſt aforeſaid, for the conſiderations therein mentioned, did bargain and ſell to the ſaid Thomas Oſborne and Joſeph Morris the ſaid premiſes in the ſaid parchment and paper deeds and writings mentioned, with the appurtenances; to have and to hold to them and their aſſigns from the day next before the day of the date of the ſaid laſt-mentioned indenture, for and during and unto the full end and term of one whole year from thence next enſuing, and fully to be complete and ended, as by the ſaid laſt-mentioned indenture more fully appears; by virtue of which ſaid bargain and ſale, and alſo by force of the ſtatute for transferring uſes into poſſeſſion, the ſaid T. O. and J. M. became and were poſſeſſed of the ſaid premiſes in the ſaid parchment and paper deeds and writings mentioned, with the appurtenances, for the ſaid term, the reverſion thereof belonging to the ſaid lord viſcount St. John, and his heirs; and the ſaid T. O. and J. M. being ſo poſſeſſed of and in the ſaid premiſes, and the ſaid lord viſcount St. John being ſeiſed of the reverſion thereof in his demeſne as of fee, afterwards, to wit, on, &c. at, &c. in, &c. he the ſaid lord viſcount St. John, by a certain other indenture then and there made between the ſaid lord viſcount St. John of the firſt part, the ſaid T. O. and J. M. of of the ſecond part, and the ſaid Henrietta Knight of the third part,

Plea, that before plaintiff was poſſeſſed of the eſtates to which the deeds, &c. belonged, were limited by ſtrict ſettlement, and came to the viſcount [illegible] that plaintiff [illegible] them, and [illegible] came by finding into defendant's hands, who received [illegible] from lord Bolingbroke to detain them from him, for that plaintiff had [illegible] the deeds, [illegible] by intrusion without title.

part, one part of which ſaid laſt-mentioned indenture, ſealed with the ſeal of the ſaid lord viſcount St. John, they the ſaid defendants now bring here into court, the date whereof is the ſame day and year laſt aforeſaid, he the ſaid lord viſcount St. John did grant, releaſe, and confirm to the ſaid T. O. and J. M. and their heirs, his aforeſaid reverſion of the ſaid premiſes in the ſaid parchments and paper deeds and writings mentioned; to have and to hold the ſame to them the ſaid T. O. and J. M. their heirs, and aſſigns, to the uſe and behoof of the ſaid viſcount St. John and his aſſigns, for and during the term of his natural life, without impeachment of, or for any manner of waſte, and from and after the deceaſe of the ſaid lord viſcount St. John, then to the uſe and behoof of the ſaid Henrietta Knight, and her aſſigns, for and during the term of her natural life, without impeachment of, or for any manner of waſte, to and for her own ſeparate uſe and benefit notwithſtanding her coverture, and from and immediately after the deceaſe of the ſaid Henrietta Knight, to the uſe and behoof of Henrietta, the daughter of the ſaid Henrietta Knight, now alſo deceaſed, for and during the term of her natural life, without impeachment of, or for any manner of waſte; and from and after the determination of that eſtate, to the uſe and behoof of the ſaid T. O. and J. M. and their heirs, during the natural life of the ſaid Henrietta, the daughter, in truſt, to preſerve the contingent remainders thereof thereinafter limited from being defeated or deſtroyed, and for that purpoſe to make entries, and bring actions as occaſion ſhould be or require; yet nevertheleſs to permit and ſuffer the ſaid Henrietta Knight, the daughter, and her aſſigns, to receive and take the rents, iſſues, and profits thereof during her life, to and for her and their own uſe and benefit, and from and immediately after the death of the ſaid H. K. the daughter, then to the uſe and behoof of the firſt ſon of the body of the ſaid H. K. the daughter, lawfully to be begotten, and the heirs male of the body of ſuch firſt ſon lawfully iſſuing, and in default of ſuch iſſue, to the uſe and behoof of the ſecond, third, fourth, fifth, ſixth, and all and every other ſon and ſons of the body of the ſaid H. K. the daughter, lawfully to be begotten, ſeverally, ſucceſſively, and in remainder, one after another, as they, and every of them, ſhould be in priority of birth and ſeniority of age; and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing, every elder of ſuch ſons and heirs male of his body iſſuing being always to be preferred and to take before the younger of ſuch ſons, and the heirs male of his or their body or bodies iſſuing, and in default of ſuch iſſue, then to the uſe and behoof of Henry Knight, ſon of the ſaid Robert Knight, afterwards lord Luxborough, and grandſon of the ſaid lord viſcount St. John, and the heirs of his body lawfully to be begotten; and for want of ſuch iſſue, to the right heirs of the ſaid Henrietta Knight, the mother, for ever, as by the ſaid laſt-mentioned indenture, amongſt other things, more fully appears; by virtue of which ſaid premiſes, and by force of the ſtatute for tranſferring uſes into poſſeſſion, the ſaid lord viſcount St. John was

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ſeiſed of the ſaid premiſes in the ſaid parchment and paper deeds and writings mentioned, with the appurtenances, for the term of his natural life, and was poſſeſſed of the ſaid parchment and paper deeds and writings in the ſaid declaration mentioned, the remainder of the ſaid premiſes belonging as is in and by the ſaid laſt-mentioned indenture mentioned and contained, and the ſaid lord viſcount St. John being ſo ſeiſed and poſſeſſed as aforeſaid, he the ſaid lord viſcount St. John afterwards, to wit, on, &c. at, &c. in, &c. died, upon whoſe death the ſaid H. K. the mother, became and was ſeiſed of and in the ſaid premiſes, and poſſeſſed of and in the ſaid parchment and paper deeds and writings in the ſaid declaration mentioned, for and during the term of her natural life, the remainder thereof belonging as is in and by the ſaid laſt-mentioned indenture mentioned, and afterwards, to wit, on, &c. at, &c. died ſo ſeiſed and poſſeſſed; after whoſe death the ſaid H. K. became and was ſeiſed of and in the ſaid premiſes, and poſſeſſed of and in the ſaid parchment and paper deeds and writings in the ſaid declaration mentioned for and during the term of her natural life, the remainder thereof belonging as is in and by the ſaid laſt-mentioned indenture mentioned, and being ſo ſeiſed and poſſeſſed as aforeſaid, afterwards, to wit, on, &c. at, &c. in, &c. by a certain other indenture then and there made between the ſaid Henry Knight (by the name and deſcription of, &c.) of the firſt part, the ſaid Henrietta the daughter, by the name and deſcription of the honourable Henrietta Child, widow, daughter of the ſaid Robert lord Luxborough, of the ſecond part, the ſaid Robert Knight, by his then name, title, and deſcription of Robert lord Luxborough, and one Robert Cliffe of the third part, and one Joſiah Child, now alſo deceaſed, by the name and deſcription of J. C. ſon of the ſaid Henrietta Child by the honourable Joſiah Child her late huſband, deceaſed, of the fourth part, (one part, &c. *profert in curia*), for the conſiderations therein mentioned, he the ſaid H. K. did, for himſelf, his heirs, executors, and adminiſtrators, and for every of them covenant, promiſe, and agree to and with the ſaid R. K. then lord Luxborough, and the ſaid Robert Cliffe, and each of them, their, and each of their heirs and aſſigns, that he the ſaid H. K. ſhould and would as of the then preſent Trinity term, or of ſome other ſubſequent term, in due form of law acknowledge and levy to the ſaid R. K. then lord Luxborough, and Robert Cliffe, and their heirs, or to one of them and his heirs, before the juſtices of his majeſty's court of common pleas at Weſtminſter, one or more fine or fines *ſur conuzance de droit come ceo*, or one or more fine or fines *ſur conuzance de droit tantum*, with proclamations thereon, to be had and indorſed according to the form of the ſtatute in that caſe made and provided, according to the ordinary and common courſe of fines for aſſurance of lands in ſuch caſes uſed, amongſt other things of all and ſingular the ſaid premiſes in the ſaid parchment and paper deeds and writings mentioned, upon the truſts and to and for the ſeveral uſes, intents, and purpoſes thereinafter

after limited, expreſſed, and declared of and concerning the ſame, that is to ſay, to and for the uſe and behoof of the ſaid Joſiah Child, party to the ſaid laſt-mentioned indenture, and his aſſigns, for and during the term of his natural life, without impeachment of or for any manner of waſte; and from and after the determination of that eſtate, then to the uſe and behoof of the ſaid Robert, then lord Luxborough, and Robert Cliffe, and their heirs, during the natural life of the ſaid Joſiah Child, in truſt to preſerve the contingent remainders thereof thereinafter limited from being defeated or deſtroyed, and for that purpoſe to make entries and bring in actions as occaſions ſhould be or require; but nevertheleſs permit the ſaid laſt-mentioned Joſiah Child and his aſſigns to receive and take the rents, iſſues, and profits thereof during his life, to and for his and their own uſe and benefit; and from and after the deceaſe of the ſaid laſt-mentioned J. C. then to and for the uſe and behoof of the firſt ſon of the body of the ſaid laſt-mentioned J. C. lawfully begotten or to be begotten, and of the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and for default of ſuch iſſue, then to and for the uſe and behoof of the ſecond, third, fourth, fifth, ſixth, and all and every other ſon and ſons of the ſaid laſt-mentioned J. C. lawfully begotten or to be begotten, and of the ſeveral and reſpective heirs male of the body and bodies of ſuch ſons reſpectively, lawfully iſſuing, according as they ſhould be in ſeniority and priority of birth, the elder of ſuch ſons and the heirs male of his body being always to be preferred, and to take before the younger of them, and the heirs male of their reſpective bodies; and in default of ſuch iſſue, then to and for the uſe and behoof of the ſaid Henry Knight, and the heirs of his body lawfully begotten or to be begotten; and in default of ſuch iſſue, then to the uſe and behoof of the right heirs and aſſigns of the ſaid Henrietta, the daughter, for ever, as by the ſaid laſt-mentioned indenture, among other things, more fully appears: And the ſaid defendants further ſay, that in purſuance of the ſaid covenant of the ſaid Henry Knight, afterwards, to wit, in Trinity term, in the thirty-fourth year of the reign of lord George the Second, late king of Great Britain, in the court of the ſaid late lord the king of the bench at Weſtminſter, in the ſaid county of Middleſex, before, &c. then the juſtices of the ſaid late king of the bench and others then and there preſent, a certain fine was levied between the ſaid Robert Cliffe, plaintiff, and the ſaid Henry Knight, defendant, amongſt other things of the premiſes in the ſaid parchment and paper deeds and writings mentioned, whereof a plea of covenant was ſummoned between them in the ſame court, to wit, that the ſaid Henry Knight had acknowledged the aforeſaid premiſes, with the appurtenances, to be of the right of the ſaid Robert, and had granted for him and his heirs that the aforeſaid premiſes, with the appurtenances, which the ſaid laſt-mentioned Henrietta, on the day the ſaid agreement was made held for the term of her life of the inheritance of the ſaid Henry, and

Naming the judges of C. B.

and which after the death of the ſaid laſt-mentioned Henrietta, and of the firſt and other ſon and ſons of the body of the ſaid laſt mentioned Henrietta lawfully begotten or to be begotten, and the heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing, ought to revert to the ſaid Henry and his heirs, ſhould immediately after the death of the ſaid laſt mentioned Henrietta, without ſuch ſon or ſons and the heirs male of the body and bodies of ſuch ſon or ſons, wholly remain to the ſaid Robert Cliffe and his heirs, to be held of the chief lord of the fee by the ſervices which to the aforeſaid premiſes, with the appurtenances, belonged, for ever; and the ſaid Henry Knight had granted for himſelf and his heirs, that they ſhould warrant to the ſaid R. C. and his heirs the aforeſaid premiſes, with the appurtenances, as is aforeſaid, againſt him the ſaid Henry Knight and his heirs for ever, as by the ſaid fine in the ſaid court of our ſaid lord the king of the bench at Weſtminſter aforeſaid, more fully appears, which ſaid fine was had and levied to the ſeveral uſes in the ſaid laſt-mentioned indenture mentioned: And the ſaid defendants further ſay, that after the levying of the ſaid fine, and long before the ſaid plaintiff was poſſeſſed of the ſaid parchments, paper deeds, and writings in the ſaid declaration mentioned, to wit, on, &c. the ſaid laſt-mentioned Joſiah Child died, to wit, at, &c. in, &c. without lawful iſſue; and that the ſaid Henry afterwards, to wit, on, &c. there alſo died without lawful iſſue, after whoſe deceaſe the ſaid premiſes in the ſaid parchment and paper deeds and writings in the ſaid declaration mentioned deſcended to the right honourable Frederick lord viſcount Bolingbroke, as couſin and heir of the ſaid laſt-mentioned Henrietta: And the ſaid defendants further ſay, that after the death of the ſaid laſt-mentioned Henrietta, the ſaid plaintiff intruded himſelf into the premiſes in the ſaid parchment and paper deeds and writings mentioned, and there found the ſaid parchment and paper deeds and writings in the ſaid declaration mentioned, and took the ſame into his poſſeſſion; and afterwards, to wit, on, &c. at, &c. in, &c. caſually loſt the ſame out of his hands and poſſeſſion; and the ſaid parchment and paper deeds and writings in the ſaid declaration mentioned, afterwards, to wit, on, &c. at, &c. in, &c. caſually came to the hands and poſſeſſion of the ſaid defendants by finding the ſame; whereof the ſaid viſcount Bolingbroke afterwards, to wit, on, &c. at, &c. in, &c. had notice; and the ſaid viſcount Bolingbroke then and there required the ſaid defendants to keep and detain the ſaid parchment and paper deeds and writings in the ſaid declaration mentioned for the uſe of him the ſaid viſcount Bolingbroke, for the preſervation and maintenance of the eſtate and title of the ſaid lord viſcount B. to the ſaid premiſes in the ſaid parchment and paper deeds and writings in the ſaid declaration mentioned, belonging to the ſaid lord count Bolingbroke as aforeſaid; wherefore the ſaid defendants detain the ſaid parchment and paper deeds and writ-

ings as they lawfully may for the cauſe aforeſaid; and this, &c.; wherefore, &c. if, &c. FOSTER BOWER.

Replication, that plaintiff is heir in fee tail male to Henrietta the daughter, who was married to D. viſcount St. John, plaintiff's father.

And the ſaid plaintiff, as to the ſaid plea of the ſaid defendants by them ſecondly above pleaded in bar, ſays, that he, by reaſon of any thing in that plea alledged, ought not to be barred from having and maintaining his aforeſaid action thereof againſt him the ſaid defendants; becauſe he ſays, that true it is that the ſaid lord viſcount St. John, baron of Batterſea, was ſeiſed in his demeſne as of fee of the ſaid premiſes in the ſaid deeds and writings mentioned, and was poſſeſſed of the ſaid deeds and writings in manner and form as the ſaid defendants have above in their ſaid plea alledged; and that being ſo ſeiſed and poſſeſſed, the ſaid lord viſcount St. John did, by the ſaid indentures of leaſe and releaſe, bearing date reſpectively the twelfth and thirteenth days of October 1738, convey the ſaid premiſes in the ſaid deeds and writings mentioned, with the appurtenances, to the ſaid T. O. and J. M. in fee ſimple, to the uſes and behoofs in the ſaid plea in that behalf mentioned, and that by virtue and by force of the ſtatute made for transferring uſes into poſſeſſion, the ſaid T. O. and J. M. became ſeiſed in their demeſne as of fee of and in the ſaid premiſes, and poſſeſſed of the ſaid deeds and writings to the uſes and behoofs in the ſaid plea in that behalf mentioned, and that the ſaid lord viſcount St. John afterwards died, as in the ſaid plea is mentioned, and that the ſaid Henrietta, the mother, thereupon became and was ſeiſed of the ſame premiſes, and poſſeſſed of the ſaid deeds and writings for her natural life, and afterwards died ſo ſeiſed and poſſeſſed as in the ſaid plea is mentioned; and that upon her death the ſaid Henrietta the daughter became and was ſeiſed of the ſaid premiſes, and poſſeſſed of the ſaid deeds and writings in the ſaid declaration mentioned for her natural life, the remainder thereof belonging as in the ſaid indenture of releaſe mentioned; and that the ſaid Henrietta, the daughter, afterwards, to wit, on, &c. at, &c. died ſo ſeiſed thereof as in the ſaid plea is mentioned; but the ſaid plaintiff further ſays, that the ſaid Henrietta the daughter afterwards, and after the making of the indentures of leaſe and releaſe of the twelfth and thirteenth days of October 1738, to wit, on, &c. A. D. 1762, to wit, at, &c. intermarried with Louis Alexander Count Duroure, and after ſuch intermarriage, to wit, on, &c. at, &c. had iſſue born of her body, by the ſaid Louis Alexander her huſband, lawfully begotten, the ſaid plaintiff, being the firſt ſon of her body lawfully begotten, and that the ſaid Henrietta the daughter, at the time of her death, left him the ſaid plaintiff, the firſt and only ſon of the body of the ſaid Henrietta the daughter lawfully begotten; whereupon he the ſaid plaintiff, by virtue of the ſaid indentures of leaſe and releaſe of the twelfth and thirteenth days of October 1738, became and was ſeiſed in his demeſne as of fee tail, to wit, to him and the heirs male of his body lawfully begotten, and iſſuing of and in the ſaid premiſes in the ſaid declaration mentioned, and poſſeſſed of the ſaid deeds and writings in the ſaid

declaration mentioned, and from thence hitherto hath been, and ſtill is ſo ſeiſed in fee tail male of the ſaid premiſes, and being ſo poſſeſſed of the ſaid deeds and writings, he the ſaid plaintiff afterwards caſually loſt the ſame out of his hands and poſſeſſion, and the ſame came to the hands and poſſeſſion of the ſaid defendants, who found the ſame, and ſtill remains in their hands in manner and form as the ſaid plaintiff hath above in his ſaid declaration in that behalf alledged; and this, &c.; wherefore he prays judgment, and that the ſaid deeds and writings, together with his damages by him ſuſtained on occaſion of detaining the ſame, may be adjudged to him.

GEORGE WOOD.

Rejoinder, that plaintiff intruded, and travelled that the Henrietta married

And the ſaid defendants, as to the ſaid plea of the ſaid plaintiff by him above in reply pleaded to the ſaid plea of the ſaid defendants by them ſecondly above pleaded in bar, ſay, that the ſaid plaintiff, by reaſon of any thing by him in his ſaid plea above in reply pleaded alledged, ought not to have or maintain his aforeſaid action thereof againſt them; becauſe they ſay (as before) that the ſaid plaintiff father, entered himſelf into the premiſes in the ſaid parchment and paper deeds and writings mentioned, in manner and form as the ſaid defendants have in that behalf in their ſaid plea by them ſecondly above pleaded alledged; without this, that the ſaid Henrietta, the daughter, intermarried with the ſaid Louis Alexander Count Duroure in the ſaid replication mentioned, in manner and form as the ſaid plaintiff hath, in and by his ſaid plea by him above pleaded in reply pleaded alledged, and this, &c.; wherefore, &c. if, &c.

FOSTER BOOKER.

And the ſaid plaintiff (as before) ſays, that the ſaid Henrietta, the daughter, intermarried with the ſaid Louis Alexander Count Duroure in the ſaid replication mentioned, in manner and form as the ſaid plaintiff hath in and by his ſaid plea by him above in reply pleaded alledged; and this he prays may be enquired of by the country; and the ſaid defendants do the like; therefore, &c.

Iſſue on marriage.

Poſtea.

Afterwards, that is to ſay, on the day and at the place within contained, John Way, gentleman, being aſſociated unto the ſaid chief juſtice by force of the ſtatute in that caſe made and provided, the within-named plaintiff came by his attorney within contained, and the within-named defendants, although ſolemnly demanded, came not, but made default; therefore let the jurors of the jury within-mentioned be taken againſt them by default, and the jurors of that jury being ſummoned came, who to ſay the truth of the within contents being choſen, tried, and ſworn as to the firſt iſſue within joined between the parties aforeſaid, ſay upon their oath that the ſaid defendants detain the ſaid parchment and paper deeds and writings in manner and form as the ſaid plaintiff within complains againſt them; and as to the laſt iſſue within joined between the parties aforeſaid, the jury aforeſaid, upon their oath aforeſaid, further ſay, that the within-named Henrietta, the

daughter, intermarried with the within-named Lewis Alexander Count Duroure in the within replication mentioned, in manner and form as the within plaintiff hath in and by his within plea by him in reply pleaded alledged, and they aſſeſs the damages of the ſaid plaintiff for the ſaid detinue to one ſhilling, beſides his coſts and charges by him about his ſuit in this behalf expended, and for thoſe coſts and charges to forty ſhillings: Therefore it is conſidered that the ſaid plaintiff do recover the ſaid parchment and paper deeds and writings in the ſaid declaration mentioned, or the value thereof, together with his damages, coſts, and charges aforeſaid, in form aforeſaid aſſeſſed, by reaſon of the ſaid detinue; and alſo eighty ſeven pounds nineteen ſhillings for his coſts and charges by the court here adjudged to the ſaid plaintiff of increaſe by his aſſent, which damages in the whole amount to ninety pounds; and the ſaid defendants, in mercy, &c.

Judgment for plaintiff.

DETINUE.

DETINUE.

DECLARATIONS.

Vol. VII. Page		Precedents in Books of Practice, Reporters, &c.
635.	Declaration in *detinue* for plans, &c. of eſtates, whereof plaintiff was tenant for life.	
636.	Declaration in *detinue* for detaining a note after plaintiff had paid the ſum mentioned in it.	
636.	Declaration in *detinue* by plaintiff againſt defendant, for not giving up plaintiff's property which he had lodged in defendant's hands for ſecuring the payment of a ſum of money due to defendant on plaintiff tendering the money that was due.	
638.	Declaration in *detinue* for keeping papers and deeds of an eſtate. (See Pleadings, p. 659.)	
	Declaration for detaining promiſſory note that was paid, made by the plaintiff to another perſon, and by that perſon incloſed to the defendant, - - -	Mor. Pr. 581.
	Declaration in C. B. in *detinue* for chattels, - -	2. Mod. Ent. 422.
	Declaration in C. B. for a bond, - - -	2. Mod. Ent. 422.
	Declaration in C. B. in *detinue* for a box with charters which came to the defendant's hands, by finding defendant brings the box into court and prays garniſhments, box delivered up upon condition, prays that they may be ſummoned to ſhew cauſe, *ſcire facias* awarded, *idem dictatus* return, *ſcire facias teſtatum* awarded, return, imparlance, - - -	2. Mod. Ent. 422.
	Detinue for an indenture of leaſe, - - -	3. Wood. Lect. 106.

Non debet nec detinet, and wager to debt on account before auditors according to the ſtatute, and *detinue*, *Ra. Ent.* 150. *Vet. Int.* 42.

Detinue for chattels, *Ra. Ent.* 111. For three tallies, 21. Hen. 6. 30. Four braſs diſhes, *three brazen pots*, *Pl. Gen.* 370. Goods and chattels, *Plo.* 275. One gold ring, *Ra. Ent.* 225. 1. *Bro.* 355. One ſilver cup, one ſilver ſalt cellar, *Pl. Gen.* 371. A mare, *Bro. R.* 259. *Co. Ent.* 169. 21. Edw. 4. 55 Two pieces of gold and other goods, 1. *Br.* 119. Chattels and box, with deeds, *Reg.* 139. Forty buſhels of corn, *Pl. Gen.* 370. 2. *Inſt. Cl.* 380. Purſe of money, *Ra. Ent.* 211. Bag of money, *Dig.* 196. 18. Hen. 6. 20. Twenty quarters of beans, *Vet. Int.* 177. For ſeveral quarters of corn and malt at ſeveral prices, *Co. Ent.* 169. Four quarters of corn and forty pecks, *Dig.* 203.

Detinue when chattels came to the hands of defendant after the death of R. S. to whom they were delivered to keep ſafely, 1. *Bro.* 149.

For a *ſtatute ſtaple*, delivered by plaintiff to defendant to keep ſafely, *Ro. Ent.* 225.

For a bond delivered by plaintiff to defendant to keep ſafely and to redeliver, 1. *Bro.* 148. 2. *Inſtr. Cl.* 383. *Reg.* 159. *F. N. Br.* 138. *Ra. Ent.* 217. 220. *Dig.* 154. *Vet. Int.* 27. 95. *Aſſiſ.* 171.

For

For a box with deeds, which plaintiff loſt and defendant found and detains, *Pl. Gen.* 374. 2. *Inſt. Cl.* 388. To keep ſafely, 1. *Bro.* 137. *Ra. Ent.* 209. *Vet. Int.* 28. 84. 33. *H.* 6. *c.* 26. By *huſband and wife*, *Ra. Ent.* 209.
Detinue by wife and heir, for a box of deeds which came to defendant's hands after the death of the former wife, 1. *Bro.* 148. to be delivered, *Ra. Ent.* 209.
For box and bag with deeds in them to be particularly delivered, 1. *Bro.* 148. *Ra. Ent.* 217. *Reg.* 159. For three boxes and one bag with deeds, *Dy.* 222.
For a certain deed, *Reg.* 159. *Dig.* 154. For two deeds, *Reg.* 159, *F. N. Br.* 138.
For a writing of releaſe, and quit claim, *Reg.* 159. *F. N. Br.* 138. For a will, *Ibid.* Deed of gift of goods, *Ibid.* Letter of attorney made to deliver ſeiſin, *Reg.* 160. For a chirograph, *Ib d.* 159. *F. N. Br.* 138.
For a box with three bonds, under ſeal of plaintiff or his father, to whom he is heir, *Reg.* 159
Againſt an attorney by bill, for bills delivered for ſafe cuſtody, *Aſſ.* 165.
For a *ſtatute merchant*, *Reg. Judic. Aſſ.* 61.
For a cheſt of deeds, *Ra. Ent.* 217. *Reg.* 159. *Vet. N. Br.* 65. *M.* 5. *E.* 3. 24. *Br.* 121. A caſket and two boxes with deeds, *Ra. Ent.* 214.
Againſt *huſband and wife*, for a box of deeds delivered for ſafe cuſtody, *Ra. Ent.* 217. Againſt *executor*, for a bond delivered to teſtator, *Ibid.* 216. Two bonds, *Ibid.* 212.
By ſon and heir, againſt *executor*, for two cheſts of deeds delivered by father to teſtator for ſafe cuſtody. *Ibid.* 210. *Aſſ.* 163.
Detinue againſt *executor*, where teſtator delivered to them a box of deeds to be delivered to his next [illegible] being of full age, *Ra. Ent.* 210.
By [illegible] heir, for a box with deeds concerning lands that deſcended to plaintiff, and came to defendant's hands by finding, *Ibia.* 213. By the heir of lands in tail, *Ibid.* 213. *Vet. Int.* 85.
Detinue by remainder-man in tail, for a deed of gift in tail, which after the death of the former tenant in tail, who died without iſſue, came to defendant's hands by finding, 3. *Br.* 137.
Againſt *huſband and wife*, for a box of deeds, whereof plaintiff's brother, being poſſeſſed and being ſeiſed of lands, loſt box, and died without iſſue, and lands deſcended to plaintiff, and the box came to the wife's hands whilſt ſole, *Ra. Ent.* 209.
For a box of deeds, whereof J. being poſſeſſed and ſeiſed of lands, took to wife M. and died; lands deſcended to plaintiff, his couſin; box came to the hands of M. who took to *huſband* the defendant, and died; box after his death came to the hands of defendant, *Ra. Ent.* 213.
For a box with deeds, where J. ſeiſed, gave lands in tail to H. and E. and gave them a box with deeds; H. and E. died, lands deſcended to plaintiff, and box came to defendant's hands, *Ibid.* 210. *Vet. Int.* 27. *Aſſ.* 164.
For box with deeds, where M. being ſeiſed of a manor, granted to plaintiff and others, deceaſed, in fee, and the box came to defendant's hands, *Ra. Ent.* 213. *Vet. Int.* 85.
For a box with deeds, where one being ſeiſed of lands of the gift of W. enfeoffed plaintiff thereof, and delivered to him a box with deeds, which plaintiff loſt, and defendant found. *Ra. Ent.* 210.
For goods delivered to be ſafely kept, *Ra. Ent.* 211. *Vet. Int.* 27. 1. *Br.* 119. *Pl. Gen.* 251. By bill, *Ibid.* 252. For a horſe, 21. *E.* 4. 55. A man, *Bro. R.* 259. Of a debt, *Ra. Ent.* 150.
Againſt *executor* for chattels delivered to teſtator for ſafe cuſtody, *Ra. Ent.* 212. *Pl. Gen.* 370. 1. *Inſt. Cl.* 380.
For chattels delivered for ſafe cuſtody by plaintiff to J. who delivered to S. who delivered to defendant, *Aſſ.* 164.

For

For goods delivered as a *pledge* for money borrowed, which plaintiff afterwards paid, *Aſh.* 168.

By *adminiſtrator* againſt *executor*, for goods and chattels delivered to teſtator by intеſtate to be ſafely kept as a *pledge* for money borrowed, which was afterwards paid, *Pl. Gen.* 371. 2. *Inſt. Cl.* 381.

Detinue, plaintiff poſſeſſed of goods loſt them, and they came to defendant's hand by *finding*, *Aſh.* 173. 1. *Bro.* 147.

By *huſband and wife* againſt *executor*, for goods delivered to teſtator by wife when ſole, and to be delivered to her on requeſt, which after teſtator's death came to defendant's hands, *Pl. Gen.* 370.

For a mare plaintiff loſt and defendant found, *Co. Ent.* 169. 1. *Br.* 183.

For goods delivered to J. for ſafe cuſtody who loſt, and defendant found them, *Ra. Ent.* 212.

By *executor*, for goods whereof teſtator died poſſeſſed, which came to defendant's hands by finding, *Plo.* 175. *Aſh.* 166.

Detinue for certain number of quarters of corn and malt bought at a certain price, to be delivered on a certain day, *Co. Ent.* 169. By bill, 3. *Br.* 186. Purchaſed according to an indenture of agreement, *Ra. Ent.* 133.

For lead bought to be delivered on requeſt, 3. *Br.* 185.

By executors, for goods, *viz.* iron, *Ibid.* 187.

Againſt huſband and wife, for barley bought of wife when ſole, *Aſh.* 169.

For hides bought, to be delivered from time to time as defendant ſhould kill, 3. *Br.* 186.

For two quarters of carraway ſeed (*canavini*). For malt detained where defendant ſold to a perſon who ſold to plaintiff, 1. *Bro.* 148.

Declaration in debt on *mutuatus* and *detinue*, for goods delivered for ſafe cuſtody, *Pl. Gen.* 251,

Declaration in debt on account before auditors, and detinue for goods, &c. for ſafe cuſtody, *Ra. Ent.* 250. *Vet. Int.* 41.

Declaration in debt for a farm of cows demiſed for a term, and detinue for the cows, *Aſh.* 181. *Mo. Int.* 149.

Debt on ſingle bill for payment of ten pounds, and delivery of a gelding and goods to plaintiff on day of marriage, or death of defendant, who took a wife on a day certain, *Bro. R.* 186. 1. *Br.* 104. By original, *Reg.* 139. By *executor*, for goods and chattels, *Reg.* 140.

Declaration in debt on account and *mutuatus* and detinue for a mare delivered for ſafe cuſtody, *Bro. R.* 186.

Debt on ſingle bill and detinue for ten buſhels of wheat, *Pl. Gen.* 262.

PLEAS, &c. IN DETINET.

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637.	Plea of *non detinet*.	
638.	Plea, very ſpecial in *detinue*; replication, rejoinder, ſurrejoinder, poſtea, and judgment.	
	Non detinet, - - - - -	1. R. Pr. B. R. 189
	Non detinet, - - - - -	Mor. Pr. 582
	Non detinet in debt, - - - -	1. [illegible] Pr. C. B. 147
	Plea in *detinue* of a horſe, that the plaintiff delivered the ſame to defendant to depaſture at his own peril, and traverſe that he delivered to be ſafely kept, &c. - -	2. Mod. Ent. 423
	Plea as to *detinue* of chattels which defendant had bought where defendant ſays, that the plaintiff, after the bargain,	

com-

PRECEDENTS *in* BOOKS *of* PRACTICE, REPORTERS, &c.

commanded him to ſell them; replication, denying the command, and requeſt judgment by *non jam informatus* in *detinue*, - - - - - - 2. Mod. Ent. 423

DEEDS. WRITINGS.

Plea, always ready to deliver the deed and *profert in curia*, which, and plaintiff takes it, *Cl. Aſſ.* 118. *Bro. Vad.* 497. *Han.* 120.

Plea as to bond, *non detinet*, wager, law—to the other writing always ready, *Han.* 177.

Plea (to *detinue* for a bag with writings), by *adminiſtrator*, that J. made defendant his executor, and traverſes that he died inteſtate, *Ra. Ent.* 209.

Plea, that plaintiff loſt the writing, and J. found it, to whom plaintiff releaſed, and being thereof poſſeſſed as of his own, &c. gave it to defendant, *Ibid.*

Plea, that plaintiff delivered the writing to defendant on condition of performing an award, which was not made, *Ra. Ent.* 215. *Aſh.* 172.

Plea, that there were differences betwen plaintiff and B. concerning the box, and that B. and plaintiff delivered to defendant the box, on condition that if B. ſhould by word of mouth direct the box to be delivered to plaintiff, then to be delivered, otherwiſe not—that B did not, &c.; replication, that the box was delivered to defendant to be delivered on requeſt, and traverſes the delivery on requeſt, *Ra. Ent.* 214.

Plea, that boxes were delivered to defendant by garniſhee, and the mare by his own hand, on condition of paying plaintiff one hundred pounds on a day certain, then the boxes were to be delivered to him, otherwiſe to defendant, that he tendered plaintiff the money, and plaintiff refuſed it; replication, did not *tender*, *Ra. Ent.* 215.

Plea, that lands deſcended to defendant as couſin-german; replication, that lands deſcended to plaintiff as couſin-german, and traverſes that W. had a brother called S. *Ra. Ent.* 213.

Plea, that E. being ſeiſed of the manor, and poſſeſſed of the deeds, gave the manor to F. in tail, and delivered to them the deeds; manor deſcended to J. ſon of W. &c. plaintiff *intruded* after his death, and found the deeds which he loſt, and defendant found; replication, that F. had no ſon called W. *Ra. Ent.* 210.

Plea, that W. being ſeiſed enfeoffed to defendant and S. whom defendant ſurvived and was ſeiſed until R. diſſeiſed him and gave lands to plaintiff. Replication, *non diſſeiſivit*, *Ra. Ent.* 214.

Plea (to detinue by a remainder-man in tail in trover of a deed of gift of the entail), that the prior tenant in tail made a feoffment to J. and ſuffered a recovery to his uſe in fee, and ſince made a feoffment to the uſe of himſelf for life, remainder to defendant in tail, and delivered the deed to maintain title. Replication, that the tenements did not paſs by the recovery, 3. *Br.* 178.

Plea, always ready to deliver the deed, *Yho.* 428. To deliver the deed to *him* or *whom*, *Ibid.*

Plea (of two writings delivered on condition to perform an award) that it was not made, one writing delivered to plaintiff, the other to garniſhee, *Ra. Ent.* 215.

Plea, that box with deeds were delivered to him by plaintiff, and one R. and prays that R. may be ſummoned, who on *ſci. ju.* appears, and pleads to iſſue, *Ra. Ent.* 21[illegible]

Plea by defendant, after imparlance brings writings into court, and ſays, that the writing was delivered to him by plaintiff and one M. and the mare by his own

own hand; knows not if conditions be or be not performed; and prays H. may summoned, *ſci. fa.* awarded, who prays imparlance and hath it.

Plea, *non detinet* to the country, *Ra. Ent.* 212. *Aſh.* 165. *Pl. Gen.* 314. wager law, 1. *Bro.* 355. *Ra. Ent.* 211. *Aſh.* 165.

Confeſſion of action to part, *non detinet* and wager to reſidue, *Pl. Gen.* 372. 1. *B* 120.

Non detinet per patriam, having withdrawn plea *per legem*, 3. *Br.* 186.

Plea, that plaintiff delivered to defendants a horſe to be delivered to J. and de fendants ſo delivered him, 21. *E.* 4. 45.

Plea, that horſe at the time of the delivery was infirm, and detained on account o various infirmities, and afterwards died. Replication, that the horſe was found and traverſes that the horſe was infirm, 21. *E.* 4. 55.

Plea, that plaintiff pledged goods to J. for money borrowed, J. died inteſtate, an adminiſtration was committed to defendant, who took the goods and detaine them for money unpaid, and traverſes that plaintiff delivered the ſaid J. th goods to be ſafely kept, and re-delivered on requeſt, *Ra. Ent.* 212.

Plea, that the biſhop being ſeiſed of the hundred had an eſtray there, and defend ant, his bailiff, ſeized the mare, and made proclamation on the nineh of Octo ber; plaintiff claimed the mare, but refuſed to pay for the depaſturing, *per quæ detinet*. Replication, that on tenth of June plaintiff claimed the mare, and ten dered defendant three ſhillings and fourpence for depaſturing, and traverſes tha the mare remained as an eſtray from the twenty-ninth of May to the tenth o October. Rejoinder, maintains plea, and traverſes *tender*, *Co. Ent.* 169. 3. *Br* 183.

Plea, that S. being ſeiſed of a manor had *bona waiviata* there, and defendant a bailiff of the manor took waif by a perſon unknown. Replication, that one W ſtole the goods of plaintiff, who, on freſh purſuit took him, and on indictmen was found guilty, and writ of reſtitution awarded, and traverſe waif by perſo unknown, *Aſh.* 173.

Plea, *non detinet* and wager to part; to reſidue, defendant levied his plai againſt plaintiff in the ſheriff's court in London, and the goods were ther upon attached, and condemnation after four defaults. Replication, *nul tiel r cord*, *Ra. Ent.* 212.

Plea to detinue, brought by *executor*, that before proving th will, adminiſtratio was granted to L. who ſold the goods to defendant, Demurrer, *Pl.* 275. *Aſ* 167.

Plea to detinue for a horſe that plaintiff delivered horſe to depaſture at his ow riſque, *abſque hoc*, that horſe was delivered for ſafe cuſtody. Replication, de livered for ſafe cuſtody, and iſſue, 1. *Bro.* 149.

Plea to detinue of goods on *emiſſet*, defendant ſays, that plaintiff after the bargai commanded him to ſell them. Replication, and iſſue on the order, 1. *Bro.* 249.

Plea to detinue for ſheep, *uncore priſt*, and prays a day to deliver them, being *fer naturæ*, *Bro. Trad.* 497. 1. *Bro.* 149. plaintiff goes for damages. Replication, that defendant refuſed to deliver. Rejoinder, as before on tender, and iſſue, *Ibid.*

Plea, *non detinet* to part; and to reſidue, that the wife, whilſt *ſole*, pledged to be kept *quouſque*, &c. Replication, that plaintiff being poſſeſſed of a ring, loſt it, and defendant found, and traverſes pledging by wife and [illegible], *Cl. Aſſ.* 142.

Non debet nil detinet to the country, *Bro. R.* 259. *Pl. Gen.* 25[illegible]. *Mo. Intr.* 205. *Aſh.* 221. *Non debet nil detinet*, and wager, to part, *Ibid.* 3[illegible].

Non debet to the country; to *mutuatus*, confeſſion of action to goods, *Pl. Gen.* 255.

INTERPLEADER.

Plea (to declaration by A. and another by B. on two bonds delivered to teſtator for ſafe cuſtody) by defendant to both declarations in one plea, that they were de-

livered to teſtator by both plaintiffs, the mare by his own hands, for ſafe cuſtody on certain conditions, and prays that both may interplead, which is granted, and that the plaintiff who declared laſt ſhould anſwer firſt; who prays imparlance, *Ra. Ent.* 213. *Ro. Ent.* 226.

Plea (to two declarations for four boxes with deeds), that a ſealed bag with four boxes, *quæ palpari poſſunt*, came to defendant's hands after his wife's death, and thereon was a bill of the deeds in them, produces the bag in court and prays plaintiff may interplead, and the bag and boxes are opened by conſent, and one deed ſpecified in the declaration of one plaintiff is found and delivered to him, for that the other plaintiff does not claim property in that. Imparlance, and after plea to iſſue, one plaintiff withdraws his plea and confeſſes the action, *Ra. Ent.* 214. *Vet. Int.* 85.

Plea to declaration that one B. brought another writ againſt him for the ſame deeds, and prays that B. may count, and he does; defendant brings deeds into court, and prays they may interplead, and one plaintiff prays delivery, and the other in bar and iſſue which of them be couſin and heir, *Ra. Ent.* 213.

Plea, that writing was delivered to him by plaintiff and one A. under certain conditions, and knew not whether they were performed or not, and prays plaintiff and A. may interplead. Replication, that plaintiff delivered the writing to defendant, as in the declaration, and traverſes the delivery on condition, *Aſh.* 171.

Plea, that box was delivered to him by plaintiff, and another deceaſed, on certain conditions, and prays *ſci. fa.* to *executor* to interplead, which is granted, *Ra. Ent.* 217. when party makes default on the return of the *ſci. fa.* and judgment, *Ra. Ent.* 217. *Vet. Int.* 28. where party being ſummoned prays imparlance, *Ra. Ent.* 217. *Vet. Int.* 28. where prior being ſummoned died before the return of the *ſci. fa.* and another *ſci. fa.* awarded to his ſucceſſor, *Ra. Ent.* 217. *Vet. Int.* 96. where ſheriff returns *ſci. fa.* to one who makes default; judgment againſt him; the other hath nothing *teſtatum ſci. fa.* againſt him; *ſci. fa.* returned, and judgment by default, *Ra. Ent.* 218. *Vet. Int.* 106. *Pl. Gen.* 375.

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ERROR, Proceedings in. *See.*
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